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ABSTRACT

This document presents a statement indicating to those who are or may become engaged in drafting collective bargaining contracts in higher education institutions the major substance of current contracts. Accordingly, a series of tables are laid out showing by major topics the type and range of items found in the pool of 101 contracts, the frequency and percentage of their occurrence totally and by the agency representing the faculty, and by 3 types of institutions - community colleges, colleges and universities. Chapters specifically cover contract management, governance, academic grievances, leave benefits, insurance benefits, compensation benefits, working condition benefits, general contracts, and an outline for creating a collective bargaining contract. (HS)

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Collective Bargaining in Higher Education: Contract Content-1972

Harold I. Goodwin
John O. Andes

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COLLECTIVE BARGAINING IN HIGHER EDUCATION: CONTRACT CONTENT--1972

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PREFACE

This is a working document--a statement indicating to those who are or may become engaged in drafting collective bargaining contracts in higher education institutions the major substance of current contracts. Accordingly, we have laid out a series of tables showing by major topics the type and range of items found in the pool of 101 contracts the frequency and percentage of their occurance totally and by the agency representing the faculty, and by three types of institutions--community colleges, colleges and universities. We have omitted distinctions between public and private institutions because there are no important ones.

We also have extracted from the major contract items in each topic area (leave, insurance, etc.) those considerations that constitute the content of present concerns and the extent of variation in those items. In some cases we have simply quoted items that seem representative of contracts generally.

In any topic area, such as leave benefits, the types of conditions frequently differ in the several contracts. Accordingly, the items listed under "Main Considerations" will contain numerous contradictions. Where we use "may/may not," we mean that some contracts permit the consideration while others do not. In no case does "may/may not" mean a single contract permits a choice.

Sometimes we list in parenthesis a series of figures, percentages or words. They represent the variations among contracts. One contract

may permit a benefit for half-time faculty while another for third-time faculty. We indicate the variations as (1/2, 1/3).

This document is not intended to be a conceptual, theoretical, philosophical or moral analysis of collective bargaining. In this report we neither accept nor reject its emergence in higher education.

The Data

This report is based on data collected in 1971 and 1972. Each year a list of institutions known or believed to have contracts with academic employees was developed from a wide range of sources. Each institutional president was requested to forward a copy of his contract for inclusion in this report. Thirty-five presidents reported their institutions did not have a contract or that they had an informal internal agreement which did not have the legal status of a contract. Several of the institutions with the informal agreements are in states where current laws neither permit nor require collective bargaining.

One hundred one contracts were received in time for use in this report. Since the formulation of the tables, eleven more contracts have been received. A check of their content does not reveal any substantive additions are warranted.

We wish to express our appreciation to all the institutional presidents who were kind enough to forward their contracts.

CHAPTER 1

INTRODUCTION

At the turn of the decade there were fewer than thirty faculty collective bargaining contracts in higher education. The number doubled during 1971 and more than doubled again thus far in 1972. Present contracts include more than one hundred eighty institutions with nearly 60,000 faculty members. Twenty-five additional contracts are under negotiation in institutions with 13,000 faculty. It seems safe to conclude that collective bargaining has arrived in higher education.

Institutional Distribution

Collective bargaining is most prevalent among community colleges, with eighty-one percent of all contracts. Yet only fifty-two percent of the institutions with collective contracts are community colleges, and they have only thirty-six percent of the total number of faculty covered. Not only are community colleges smaller than state colleges or universities with collective contracts, community college contracts are usually institutional rather than system-wide. Institutional contracts cover a single college or university. Ninety-five percent of all contracts are of this type, and most of them are with community colleges. A system contract spans all the colleges and universities governed by a single Board of Trustees. One system contract, then, represents a disproportionate percent of the total number of faculty included in collectively bargained contracts.

A contract condition administrators will find both interesting and disconcerting is the appearance of provisions spelling out administrator salaries. The negotiation exchange is between the faculty bargaining unit and the Board unit, apparently without consultation with the affected administrators.

Even more critical to the administrators is the trend towards defining the duties of the department chairman in the contract. Another significant trend is to describe the process for administrator selection including job posting and faculty participation in the selection process. Some contracts call for faculty nomination and the President or the Board to select from the nominations only. One contract contains a procedure for removing a department chairman at the request of one or more department faculty members.

Unit Rights

Management Rights. Earlier contracts largely set forth the wants, rights and conditions of the faculty bargaining unit. About the strongest management statement was a defensive statement reserving all their "rights, powers, duties, authority and responsibilities."

Management has become more, quid pro quo oriented, spelling out more of their own terms. They now may reserve the right to discipline or discharge for just cause, and they may reserve the right to lay off staff members under certain conditions. More specifically, one contract reserves management's right to determine the "facilities, methods, means, equipment, procedures and personnel required to conduct the College program."

Membership Race

The growth patterns of the National Education Association and the American Federation of Teachers (AFL-CIO), as determined from our current study of 101 contracts, are revealing. NEA contracts negotiated during 1971 included about 16,000 faculty to 3,900 for the AFT. For 1972 the figures are 37,000 and 14,700, respectively. By comparison, the AAUP figures are 1,600 and 4,900. The membership drives of the NEA and the AFT appear to be shifting to the major colleges, universities and institutional systems, where one contract sweeps in many members.

Growth differences appear to be unrelated to the contracts. There are no major differences in either the kinds of items negotiated or the item content. Although any two NEA or AFT contracts may, and indeed do, contain differences, we find it difficult to see substantive difference between the two pools of items. This seems true in compensation benefits, contract management items, leave benefits, working conditions and in academic rights and responsibilities.

Administration

The role of the administrator remains uncertain. Department chairmen and middle level administrators are usually excluded from bargaining unit membership, although they are more likely to be included in NEA contracts. Several contracts include a clause calling for the appropriate labor relations board to determine the inclusion or exclusion of the department chairman with respect to faculty unit membership.

The most important change occurs when management insists on the right to re-negotiate in subsequent contracts benefits previously won by the faculty. Faculty bargaining agents strongly resist management's attempts to alter previous contract conditions when they see changes in terms of some "reduction." A management rights statement that all contract conditions may be subject to re-negotiation may lead not only to a better balance between the two bargaining units, but to increased faculty militancy and to strikes.

Faculty Rights. Faculty rights, which are both specific and extensive, fall into three general categories: Representation. Faculty units may have official observers on all college-wide standing or ad hoc committees; the right to periodic conferences with the college President; the right to meet and confer with the Board of Trustees; and, the right to participate in any public hearing on the College budget. Unit Business. Most contracts include a combination of such faculty unit rights as: office space; a bulletin board for official unit business; unit meeting space; office equipment; and, the use of the college mail service, to mention only a few items. Documents. With increasing frequency, faculty bargaining units have obtained the right to the following official college documents: the agenda and minutes of all board meetings; to review any new or revised forms used to carry out the terms of the Agreement, and, annual financial reports, audits and budgets.

Stability

Although faculty collective bargaining is still in its infancy in higher education, the closeness of its model to the antecedent public

school and labor union models seems to have brought a certain stability to some contract content areas.

One clear example of stability is the grievance procedure. While it is correct that not all contracts are spelled out with the same degree of completeness, those most fully developed in 1972 do not differ from the best statement of 1971. The long history of grievance machinery apparently has concluded in a highly workable process.

Another area of stability is in the types and conditions of leave benefits. Only three minor ones were added in 1972 to the 20 types found in 1971, and they are not widely distributed in the total pool of contracts. Other areas of great stability are appointment, reappointment, academic freedom and tenure.

Change

There are areas of rapid change. The 1971 contracts tended to emphasize the legitimation of collective bargaining and the obtaining of basic "wants." We saw a focus on salary provisions, exclusive representation, bargaining unit composition, leave provisions and similar factors.

By contrast, there was a strong surge in several areas of the 1972 contracts. Governance items nearly doubled. Previous concerns with classes or promotion, transfers, personnel files and so on were augmented by such concerns as class scheduling, duties of certain administrators, publication rights and administrator salaries.

Academic contract items more than doubled. Among the more rapidly spreading ones are classroom environment and innovations in instruction.

Finding their way into contracts are special programs, substitute faculty, certification and a commitment to quality teaching.

Insurance benefits are increasing. We found eight types in 1971 contracts and sixteen in 1972. Among the most widely distributed benefits are tax sheltered annuities, travel insurance, legal insurance and accidental death.

Collective bargaining has taken a quantum leap into higher education. There are those who hold that the unionization of higher education through collective bargaining will warp or break the basic value structure upon which colleges and universities must rest if they are to remain free and vibrant. There are those who say that collective bargaining will professionalize higher education. In the contracts it is not yet clear which view will prevail.

CHAPTER 2

CONTRACT MANAGEMENT

CONSULTATION - COMMUNICATION PROCEDURES

Main Considerations

1. Monthly meetings between college administrators and bargaining unit.

2. Subject of consultation: regulation, policies, priorities which are the administrative discussion of the primary organization unit concerned and which relate to personnel management, working conditions and related matters.

3. Policy decision concerning changes made in the mission of the institution, its budget, its organization, and the assignment of its personnel.

4. Procedure for requests in writing.

Sample Items

1. "The parties recognize the valuable assistance to be gained from effective communication between faculty, the Board, and the administration. Accordingly, it is agreed that the Board and administration and the Executive Committee of the _____ will meet periodically to resolve problems of mutual concern to the parties. Such meetings and the agenda, therefore, will be called by agreement between the administration and the President of the _____ whenever such a meeting is desired by either party. Each party mutually agrees that neither is obligated to bargain collectively with respect to any matter whether covered or not in this agreement for the duration thereof."

DURATION OF CONTRACT

Sample Items

1. "This Agreement shall be effective as of the 16th day of August, 1971, and continue in effect through the 15th day of August, 1973."

2. To the above may be added a statement such as: "At any time subsequent to _____, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin no later than _____ days after delivery of such written notification."

REOPENING OF NEGOTIATIONS

Main Considerations

1. Notice of intent to reopen negotiations sometimes must be by registered letter, but often notification process unspecified.

2. Reopening at the request of one party and the consent of the other party.

3. Modifications and/or amendments not final or operative until ratified by both parties.

4. Some contracts prohibit contract modifications or amendments during the life of a contract except, in the case of multiple year contracts, salaries and wages.

5. Failure to reach agreement on any proposed modification or amendment postpones consideration of the modification or amendment until the next negotiation period.

6. Reopening negotiations during the life of a contract for the purpose of considering modifications or amendments shall not interfere with or circumvent grievance procedures.

Sample Items

1. Reopen negotiations only on items of mutual consent.

   "Between April 1 and April 15, the Union may notify the Board in writing of its desire to reopen the Agreement, provided such reopener and any resulting negotiations shall be limited to the salary schedule, the overload schedule, the equalization factor, and the group insurance benefits received by the faculty members covered by this Agreement. Upon such notice being given, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the salary schedule, the overload schedule, the equalization factor, and the group insurance benefits for the _____ academic year."

2. Negotiation Procedure for Future Agreements.

A. "The parties agree to enter into collective negotiations in accordance with State Law, in a good-faith effort to reach agreement on future contracts on all matters concerning terms and conditions of employment of the faculty of _____ College.

B. Any agreement so negotiated should be reduced to writing and shall be presented to the Board and the bargaining unit for their approval. No such agreements shall be negotiated with any faculty member individually or with any faculty organization other than the bargaining unit for the duration of this agreement.

C. The Trustees shall make available to the bargaining unit information regarding _____ College including a complete list of the names, professional ranks, positions or titles, salaries, and years of service of every person covered by this Agreement. As soon as a preliminary college budget has been prepared, each year, the Trustees shall inform the bargaining unit or its representative of the tentative budget for the next fiscal year.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Nor shall either party have more than seven persons in attendance at any one negotiation session. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals and counter-proposals in the course of negotiations, subject however, to approval by the Board and the bargaining unit.

E. This Agreement may be amended upon mutual consent. Such amendments shall be reduced to writing and adopted by the Board and the bargaining unit. Failure to reach agreement on any proposed amendment shall effectively postpone consideration of such amendment until the next negotiation period. The parties further declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this procedure.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Trustees in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any faculty benefit existing prior to its effective date.

G. If agreement cannot be reached between the bargaining unit and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Division of Public Employment Relations Commission.

H. The Board and the bargaining unit shall deliver to each other their original proposals for subsequent agreements no later than November 15th of each year.

I. The Board and the bargaining unit agree to make every effort to conclude negotiations affecting agreements no later than February 15th.

J. Details under discussion and agreements tentatively reached shall be held confidential by the Board and the bargaining unit until such time as both parties mutually agree that such details and agreements shall be released for publication.

K. Deviations from this contract require the approval of both parties to this agreement."

3. "This agreement shall be effective from September 1, 1971 and shall continue in effect until August 31, 1972 unless the bargaining unit and the Board agree in writing to an extension of its duration."

4. "The provisions of this Agreement shall continue in effect until such time as either party shall give written notice to the other before September 15 of the calendar year preceding the calendar year in which this Agreement expires of its desire to modify, amend, or supplement the terms of this Agreement. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members of the unit,

be reduced to writing, be signed by the Board and the bargaining unit, and be adopted by the Board and ratified by the bargaining unit membership."

5. "Negotiations Procedure. Re-negotiation of this Agreement for the subsequent years shall be commenced no later than _____. Such negotiations shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement shall be reduced to writing and signed by the Board and the bargaining unit.

   If the negotiations described in this section (A above) have reached an impasse, the procedure described in Act 379 of the _____ Public Acts of _____ will be followed.

   This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

   Neither the Board nor the bargaining unit shall have any control over the selection of the bargaining representatives of the other."

6. "Termination of a tenured appointment does not become effective until approved by a majority vote of all members of the Board upon specific charges and after a hearing, if a hearing is requested in writing by the faculty member within 10 days after the service of notice as herein provided."

7. "Final agreement on the entire package of proposals shall be permanent unless opened for negotiation by written notice at least thirty days prior to December 1 of each school year, excepting that the salary schedule shall be re-negotiated each year."

8. "Agreement shall expire on the date preceeding the first day of the 1972-73 academic year."

9. "Agreement shall continue from year to year thereafter unless either party shall give written notice by January 1. Negotiations shall begin no later than January 15 for the purpose of settlement of issue(s) raised by such notice."

10. "Written notice at least 60 days prior to termination of agreement, absence of such a notice agreement shall continue in effect from year to year."

11. "Reopening. Between April 1 and April 15, _____, the bargaining unit may notify the Board in writing of its desire to reopen the Agreement, provided such reopener and any resulting negotiations shall be limited to the salary schedule, the overload schedule, the equalization factor, and the group insurance benefits received by the faculty members covered by this Agreement. Upon such notice being given, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the salary schedule, the overload schedule, the equalization factor, and the group insurance benefits for the _____ academic year."

CONFORMITY TO LAW (SEPARABILITY, SAVING CLAUSE)

Main Considerations

1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or application shall continue in full force and effect. Any such provision shall be negotiated by the Board and the bargaining unit to comply with existing law.

2. If held invalid by court of compentent jurisdiction from whose final judgment or decree no appeal has been taken within the time period for doing so.

3. Partner agrees to use their best effort to control any loss of federal, state or other funds which may be threatened by any term or conditions of this agreement.

Sample Items

1. "If any provision of this Agreement or any application of the Agreement to any faculty member or group of faculty members shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect."

2. "This Agreement is subject in all respects to the laws of the State of _____ with respect to the powers, rights, duties and obligations of the Board, the bargaining unit and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, at the option of either party to the contract, the specific provision thus voided, and that provision only shall be immediately subject to negotiation. All other provisions of this Agreement shall continue in effect."

PROCEDURES FOR COLLECTIVE BARGAINING

Main Considerations

1. Usually indicates bargaining shall be in "good faith," a term generally left undefined.

2. Recognizes that final approval authority rests not with the negotiators but with client groups. Not valid until ratified.

3. May indicate that both parties shall endeavor to pursuade client group to accept terms.

4. Agreement shall be reduced to writing.

5. Board agrees not to negotiate with individual instructors during the life of the contract.

6. May indicate the present faculty agent valid to represent the faculty only so long as the faculty bargaining unit maintains open membership.

7. Board must make available to the bargaining unit representatives (1) the names of all employees by rank or title, (2) salary information, (3) years of service of each employee, (4) any and all information statistics and records relevant to negotiations or necessary for the processing of a grievance or the enforcement of the terms of the Agreement.

8. Neither party may control or influence the selection of the other unit's negotiating representative(s).

9. Representatives are to have the authority to make proposals and counterproposals, but not the authority of final approval.

10. Grievance procedures may not be circumvented by or during the process of contract negotiations.

11. Grievance procedures contained in a new contract are not operative until the contract is duly ratified by both parties.

12. If agreement cannot be reached between the parties or if either party refuses to meet to negotiate the item, either party has the right to declare an impasse and request (mediation, fact finding, arbitrations).

13. No details of the substance of the matters under negotiation shall be released for publication until the Agreement has been duly ratified.

14. On occasion a contract will specify that, upon petition signed by _____ percent of the members of the negotiations unit, a referendum shall be held challanging the present negotiating unit's right of representation. Procedures may be spelled out to fulfill the challange process.

15. If there is any conflict between the Agreement and Board rules, policies and procedures, the Agreement prevails.

16. Some contracts indicate that both parties will support jointly any legislation or administrative action required to implement the terms of the Agreement.

17. Requests for negotiation meetings shall be made by and between the chief negotiators only.

18. May be a limit on the number of persons composing a bargaining team.

19. Chief negotiator for each party designated as principal spokesman in and out of formal negotiation sessions.

20. Negotiation sessions at time and location mutually agreeable to the chief negotiators.

21. Composition of initial agenda may/may not be by mutual consent of the two chief negotiators.

22. Either chief negotiator may declare a caucus of his time at any time during a negotiation session.

23. Every proposal and counterproposal must be responded to by (1) acceptance, (2) a request to study, (3) a counterproposal or (4) a rejection.

24. During negotiations each item mutually agreed to shall be initialed by both chief negotiators and shall not be subject to renegotiation unless subsequent developments deem it desirable and both chief negotiators consent.

25. Frequently, a statement indicates that the Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations.

26. A. Objectives of the process.
B. Representation.
C. Closed negotiating sessions.
D. Cost of consultants.
E. Subject of negotiations.
F. Requests from one side to the other.
G. Schedule of negotiations sessions.
H. Exchange of information.
I. Tentative and final agreement procedures.
J. Appeal procedure.
K. Mediation procedure.
L. Fact finding procedure.
M. Arbitration procedure.

27. Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to their agreement.

28. Agreement is subject to the appropriation of necessary funds and shall not become effective until the appropriation of the necessary funds.

29. A. Number of members on team.
B. Number of consultants available.
C. Negotiations shall be held at times other than during negotiating teachers' work load.
D. Recess procedure.
E. Procedure for postponing or cancelling scheduled sessions.
F. No release of information without mutual agreement prior to completion or impasse.

30. No loss of pay for participation in negotiations, grievance procedure, conferences or meetings.

Sample Items

1. The Board Negotiating Committee and the _____ Negotiating Committee as bargaining representatives of their respective groups, hereby agree to the following guidelines in negotiating procedures:

   A. It is to be understood that all bargaining shall be in good faith, and that the respective negotiating committees shall work diligently to formulate a Master Agreement as resourcefully and expeditiously as possible.

   B. Although it is recognized that both committees are required to gain final approval by the majority of their respective groups, it is to be understood that in no way should foreknowledge of such requirement impede the progress made by both committees.

   C. It is to be further understood that each committee shall endeavor to encourage their respective groups to accept such recommendations as are made by the committees as soon as mutual agreement between the committees is reached.

   D. Upon ratification of the Master Agreement by the respective memberships, appropriate individual contracts, in accordance with the Master Agreement and Board Policy, will be presented for proper signatures.

   E. This Agreement will not be effective until ratified by a majority of the membership of _____ and approved by the Board of Trustees.

   F. The provisions of this contract will be in force from August 25, 1971 through August 24, 1974, in accordance with Article VIII, Section B.

2. "Both parties recognize the constructive role played in these negotiations by students and alumni as observers with clearly defined opportunities to comment. We therefore, agree that the same opportunities be afforded them in formal negotiations conducted during the term of the agreement."

STATEMENT OF INTENT

Main Considerations

1. A. Unlimited right and opportunity to make demand proposals with respect to all mandatory subjects of collective negotiation.

   B. Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms.

   C. All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement.

   D. Enforcement of this Agreement is the joint responsibility of the Board and the bargaining unit. Should any dispute arise as to the proper interpretation or application or any provision(s) of this Agreement, representatives of the Board and the bargaining unit shall meet and confer in good faith to resolve differences.

   E. Any misapplications of the provision of this Agreement shall be considered a violation of the Agreement.

2. Bargain collectively with respect to hours, wages, and terms and conditions of employment.

3. It is a basic principal that the Trustees and certified staff have a common and sympathetic interest in the program of the school and of the students and in maintaining and improving relationships among the Trustees, administration, the faculty and public.

4. Area for negotiations:
   Negotiating procedures
   Grievance procedures
   Salaries
   Related economic conditions of employment
   Other mutually agreed upon matters.

5. Area: hiring, promoting, determining rank, firing, suspending or otherwise disciplining employees, determining curriculum, determining admissions of students, laying off of employees, scheduling work, conferring tenure, reorganizing

the college--faculty members shall contine to be involved and participate in the determination of these matters.

TERMS AND DEFINITIONS

The following terms are frequently defined:

Academic Year: the inclusive dates from _____ to _____.

Administration: the President and other principal administrative officers of the college appointed by the Board from time to time.

Agreement: the contract negotiated between the Association [Union] and _____ College.

Association [Union]: the exact name of the faculty bargaining unit.

Board: the complete title of the Board of Trustees, including the name of the institution.

Campus: any site or location of the facilities or properties of _____ College.

Faculty: the members of the negotiating unit except where specifically otherwise indicated.

Grievance: a claim by the (Association/Union, any party to this Agreement) that there has been an alleged violation, misinterpretation, mis-application, inequitable application or nonapplication of any provision of this Agreement. Some definitions also permit a grievance against any established written college policy.

DISTRIBUTION OF AGREEMENT

Main Considerations

1. The cost of printing and distribution (the Agreement) is almost always the Board's obligations, but on occasion the faculty bargaining unit may pay a share of the costs.

2. There may be a statement as to the number of copies to be printed and distributed, either an absolute figure or "to every member of the bargaining unit."

3. Often a time limit by which copies must be distributed ("30 days after the Agreement has been duly ratified.")

4. Cost of publication of this Agreement will be shared by the two parties in equal amount.

5. Copies presented to all faculty now employed or hereafter employed by the Board.

6. At expense of Board.

7. Copies of this Agreement shall be incorporated in the Faculty Manual by references.

8. Copies posted on all bulletin boards.

RECOGNITION OF COLLECTIVE BARGAINING AGENT

Main Considerations

1. The name of the lawfully determined bargaining unit agent.

2. Any law, act or directive setting forth the requirement and/or conditions governing bargaining.

3. Exclusive representation of the employee's agent.

4. Period of exclusive representation (for the duration of the contract, for the duration of the contract and _____ number of additional months if no contract bargained by the date of contract expiration.)

5. Frequently included is a statement listing the classes of persons included in the bargaining unit. Other contracts list the unit inclusions and exclusions in a separate section.

6. A number of contracts include a statement indicating that the Board may not negotiate with any other teacher representative agent, in addition to the statement of exclusive representation.

7. Often recognition statements will list areas for negotiation, such as hours, wages, working conditions and grievance settlement.

8. Some contracts expressly permit the individual teacher to contact the President or Board of Trustees to consider the problems of any individual or group.

9. 'The Board of Trustees recognizes the bargaining unit of _____ as the exclusive negotiating agent for all full-time faculty who serve the College in academic rank as instructor, assistant professor, associate professor, or professor for the purposes of negotiations regarding the terms and conditions of employment for the academic year and in the settlement of grievances and for all lawful purposes under the laws of the State of _____. This recognition shall extend for the maximum period of unchallanged representations status authorized by law."

10. "The College recognizes the bargaining unit as the exclusive representative to the extent required by Act ____ of the _____ Public Act of 1965 for the purpose of collective bargaining for all full-time faculty with respect to hours, wages, terms and conditions of employment during the terms of this Agreement."

11. Exclusive representative to the extent required by state law for the purpose of collective bargaining for all full-time faculty with respect to hours, wages, terms and conditions of employment during the term of this Agreement.

12. Extension of full-time faculty to include librarians and counselors.

13. Exclusive and sole representive for _____ faculty members for collective negotiating concerning grievances, terms and conditions of employment for full-time faculty.

14. All provisions concerning department chairmen will be clarified later subject to unit clarification by the State Public Employees Relations Committee.

15. Board agrees not to negotiate or contract with any individual instructor covered by this agreement nor any instructor organization other than _____ for the duration of the agreement.

16. Nothing contained herein shall be construed to deny or restrict to any instructor or the Board of Trustees any rights either may have under the applicable _____ laws or applicable Civil Service Laws and Regulations. The rights granted herein shall be deemed to be in addition to those provided elsewhere.

17. Board shall not negotiate with any individual or individuals to change the hours, wages and/or conditions or employment of the faculty which are incorporated in this agreement.

18. The bargaining unit agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination and to represent all employees equally regardless of membership in any employee organization.

19. New policies and regulations relating to hours, wages and conditions of employment not covered by any portion of their contract which are contemplated by the Board shall be adopted only after prior consultation with the Union, with a good faith intent to reach agreement. However, the Union recognizes that failure to reach agreement following such good faith consultation shall not give rise to a grievance.

20. Agency shop premium--requiring membership or payment of equilavent amount of the dues to the union or employment shall be terminated--detailed provision for person.

21. The state labor relations board of the _____ having duly determined that the association has been lawfully designated or the exclusive representive for the purpose of collective bargaining.

    The term of recognition shall be the term of this contract and the period of unchallenged recognition shall terminate five (5) months from the effective date of this agreement.

22. The Board specifically recognizes the rights of itself and its employees appropriately to invoke the assistance of the State Labor Mediator Board or a mediator from such public agency, or an arbitrator appointed pursuant to the provision of this Agreement.

23. The Board shall not seek the employment of part-time teachers for the purpose of reducing the number of the professional staff by replacing full-time teachers.

24. Any job title not included in or specifically excluded from the bargaining unit . . . must be subject to negotiation between the association and the board to determine whether such portion should be included in the bargaining unit. It shall be the responsibility of the

Director of Personnel to advise in writing the president of the association of all postings of new positions.

25. No administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiation and agreement with the association.

26. This agreement supersedes any individual contracts, rules regulations or practices of the Board or the Administration which shall be contrary to or inconsistent with it's term.

27. Association shall continue its period of unchallenged representation status for the maximum period of time described in (state statutes).

28. This Agreement shall not be construed to prevent the Board or any administrator from meeting with any employee or employee organizations including the faculty association representing full-time faculty members for the purpose of hearing the views and proposals of such employee or such employee organization provided that as to those matters covered by this Agreement no change or modification shall be made except through negotiation and agreement with the Union.

TABLE 2-1

CONTRACT MANAGEMENT ITEMS
BY BARGAINING UNIT

Items	NEA			AFT			AAUP			IND			TOTAL		
	1971	1972°	NC¢	1971	1972°	NC¢	1971	1972°	NC¢	1971	1972°	NC¢	1971	1972°	NC¢
Reopening of Negotiations	8	50	42	8	27	19	2	0	-2	0	5	5	18	82	64
Recognition of C. B. Agent	20	58	38	18	33	15	2	3	1	5	7	2	45	101	56
Duration of Contract	21	58	37	18	33	15	2	3	1	5	7	2	46	101	55
Statement of Intent	21	58	37	18	33	15	2	3	1	5	7	2	46	101	55
Conformity to Law	19	51	32	16	29	13	2	1	-1	4	6	2	41	87	46
Consultation-Contract Period	10	40	30	11	27	16	1	1	0	3	2	-1	25	70	45
Distribution of Agreements	2	26	24	3	8	5	0	0	0	0	2	2	5	34	29
Terms and Definitions	3	20	17	6	11	5	1	0	-1	2	3	1	12	35	23
Procedure for C. B.	0	6	6	1	5	4	0	0	0	0	1	1	1	12	11
Wage and Price Freeze*	0	2	2	0	3	3	0	0	0	0	0	0	0	5	5

* New item in 1972 contracts analyzed
° Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 2-2

CONTRACT MANAGEMENT ITEMS
BY INSTITUTIONAL LEVEL

Items	UNIV	COL	COMM COL	TOTAL	CC as a Percent of Total
Reopening of Negotiations	9	6	69	84	82
Recognition of C. B. Agent	11	8	82	101	82
Duration of Contract	11	8	82	101	82
Statement of Intent	11	8	82	101	82
Conformity to Law	7	7	73	87	84
Consultation-Contract Period	7	4	59	70	84
Distribution of Agreements	2	1	33	36	92
Terms and Definitions	4	4	27	35	77
Procedure for C. B.	0	0	12	12	100
Wage and Price Freeze*	1	0	4	5	80

* New item in 1972 contracts analyzed

TABLE 2-3

CONTRACT MANAGEMENT ITEMS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

	NEA			AFT		
	Item as a Percent of Number of Contracts			Item as a Percent of Number of Contracts		
Items	1971	1972+	G/L=	1971	1972+	G/L=
Reopening of Negotiations	38	86	+48	44	82	+38
Recognition of C. B. Agent	95	100	+ 5	100	100	0
Duration of Contract	100	100	0	100	100	0
Statement of Intent	100	100	0	100	100	0
Conformity to Law	90	88	- 2	89	88	- 1
Consultation-Contract Period	48	69	+12	61	82	+21
Distribution of Agreement	10	45	+35	17	24	+ 7
Terms and Definitions	14	34	+20	33	33	0
Procedure for C. B.	0	10	+10	6	15	+ 9
Wage and Price Freeze*	0	3	+ 3	0	9	+ 9

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
= Gain/Loss

CHAPTER 3

GOVERNANCE

GRIEVANCE PROCEDURE

Sample Items

1. "Definition. The term 'grievance' as used herein, shall be interpreted as a claim based upon an event or condition which affects the condition of work or employment of a faculty member or group of faculty members and/or the interpretation, meaning or application of any of the provisions of this Agreement. Grievances may be instituted by any faculty member, group of faculty members, or the Faculty Association.

   The faculty member may elect to have a faculty representative of the Association with him at any stage of the grievance procedure or he may choose to process the grievance and have it fully adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms and conditions of this Agreement.

2. No Restraining. No restraining, coercive, discriminatory or retaliatory action of any type shall be taken against a faculty member by any supervisor because of the faculty member's desire to file, the institution of, or participation in a grievance.

3. Time Limits. All time limits herein shall consist of normal working days. Time limits may be extended only with the written consent of the College and the aggrieved party.

4. Steps in Grieving. Any grievance shall be presented through the following procedure although the aggrieved parties are urged to discuss items informally within their department and/or with their immediate supervisor before filing a formal written grievance.

   A. Step 1. Within thirty (30) days after the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate immediate supervisor.

      The statement of grievance shall include:

1. The name of the aggrieved party or parties.

2. A statement of the facts giving rise to the grievance.

3. Identification of all provisions of this Agreement alleged to be violated.

4. The date on which the event or occurrence first occurred or the date on which the aggrieved party first gained knowledge of the alleged event or occurrence.

5. The date of the initial submission of the grievance in writing.

6. Remedy or correction requested.

The supervisor shall render his decision to the aggrieved party in writing within five (5) days after receipt of the grievance. A copy shall be supplied to the President of the Association.

B. Step 2. In the event the aggrieved party is not satisfied with the decision at Step 1, he may within six (6) days of receiving the decision, present an appeal in writing to the Campus Provost. With this appeal, he shall present a copy of his original grievance and the reply of the supervisor at Step 1.

The Provost shall render his decision to the aggrieved party, in writing, within five (5) days after receipt of the appeal. A copy shall be forwarded to the President of the Association.

C. Step 3. In the event the aggrieved party is not satisfied with the decision at Step 2, he may, within six (6) days of receiving the decision, present an appeal in writing to the President of the College. With this appeal he shall present a copy of his original grievance and of the replies received at Steps 1 and 2. The President shall render his decision, to the aggrieved party in writing, within five (5) days after receipt of the appeal. A copy shall be forwarded to the President of the Association.

D. Step 4. In the event the aggrieved party is not satisfied with the decision at Step 3, he may within six (6) days of receiving the decision, present an appeal in writing

to the Secretary of the Board of Trustees. With this appeal he shall present a copy of his original grievance and of the replies received at Steps 1, 2, and 3. Within five (5) days of the receipt of the appeal, the Secretary of the Board of Trustees shall notify the aggrieved party of the date of a hearing. Such hearing shall begin no more than twenty (20) days after the receipt of the appeal. The Board of Trustees shall render their decision to the aggrieved party in writing, within five (5) days after conclusion of the hearing. A copy shall be forwarded to the President of the Association.

E. Step 5. In the event the aggrieved party is not satisfied with the decision at Step 4, he may, with the approval of the Association, take an appeal of the matter to an impartial arbitrator selected from the American Arbitration Association under, and in accordance with, the rules thereof. Such appeal and request must be made to the American Arbitration Association within fifteen (15) working days after receipt of the decision in Step 4. The arbitrator shall render his decision, in writing, within thirty (30) working days after the conclusion of the hearing. It shall be final and binding on the Association, its members, the faculty member or members involved, and the College.

The fees and expenses of the Arbitrator shall be paid by the party losing the grievance as determined by the Arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of the witness called by the other.

5. Powers of the Arbitrator. It shall be the function of the Arbitrator, and he shall be empowered except as limited herein, after due investigation to make a decision in cases of alleged violation of specific articles and sections of this Agreement.

A. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

B. The salary schedule provided as a part of this Agreement may not be changed by the Arbitrator nor may he establish any new salary schedule.

C. He shall be limited to deciding whether the College or the faculty member or members have violated specific articles or sections of this Agreement. He shall not substitute his judgment for that of the College as to the reasonableness of any practice, policy or rule established by the College.

Should either party dispute the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first rule on the question of arbitrability. Should he determine that the grievance is not arbitrable, it shall be referred back to the parties without decision or recommendation as to its merits. Neither the College nor the Association shall encourage any attempt to appeal the arbitrator's decision and both shall discourage any attempt to appeal the decision to any court or labor commission. No provision of this Article XV is intended in any way to relinquish the legal rights and prerogatives granted to a faculty member or to the College by the Constitution and laws of the United States or the State of _____.

5. Failure to Render a Decision. Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

6. Failure to Appeal. Failure of the aggrieved party or parties to appeal a decision at any step within the specified time shall constitute a withdrawal of the grievance. Any step of the Grievance Procedure may be waived with the written consent of the College and the aggrieved party.

7. Group Grievance. In the event that the faculty members have a group grievance, it shall be sufficient if one member presents the grievance on behalf of all similarly affected faculty members provided, however, that the initial statement of grievance will include the items required in Step 1, the names of all faculty members known to be similarly affected, and a statement indicating that the grievance is a group grievance. A group grievance shall be only one in which the facts questioned and expressed provisions of this Agreement alleged to be violated are the same as they relate to each and every member of the group.

8. Objections to Discharge or Demotion. Objections to discharge or demotion of a faculty member shall be handled through the

provisions of Article VI, Discharge and Demotion, and shall not be the subject of a grievance filed under the Grievance Procedure."

Other Considerations

1. Grievance definition: "Any dispute between the Board and the Association, or between the board and any employee or group of employees within the negotiating unit deemed eligible to avail themselves of this procedure, concerning the meaning and application of the specific written procedures of this agreement and the alleged violation of any promulgated rule or policy of the Administration or Board of Trustees affecting the terms and conditions of employment." Also may include the terms misinterpretation and misapplication.

2. Areas disallowed:

   A. "It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure: Matters involving the discretion of the Board. Any questions concerning the duration of this Agreement. Any matter where the Board is without the expressed or implied authority to act. Any action of the Board which is prescribed by law."

   B. Termination of probationary teacher.

   C. Placing third year non-tenure teacher on probation.

   D. Removal of tenure.

3. Documents: Records kept separate from personnel files. All documents to be made available.

4. Grievance Withdrawal: Grievance can be withdrawn by individual but continued by Association.

5. Counsel may represent bargaining unit at any level.

6. Forms for filing grievance, serving notices, taking appeals, making appeals, making requests and recommendations, and other necessary documents shall be made available to all parties by the President.

7. Fees and expenses of the mediator shall be borne by the party against when judgment is rendered.

8. All discussions shall be kept confidential during the procedural stages of a grievance.

9. Days shall mean calendar days.

10. Administrative Right Clause· It is understood that this Agreement in no way diminishes the responsibility of faculty, department chairmen, and of deans directors and other appropriate administrative officials for the exercise of academic judgment."

STAFF REDUCTION

Main Considerations

1. Determination of need for staff reduction.

2. Request voluntary layoffs first.

3. Part-time faculty shall be first mandatory layoff.

4. Full-time faculty shall be laid off in inverse order of faculty appointment within each subject matter discipline.

5. Reemployment shall be in subject matter disciplines but in inverse order of faculty placed on the mandatory layoff list (full-time faculty.)

6. Such reemployment shall reinstate all credits and benefits to the faculty member pursuant to the agreement in effect at the time of reemployment.

7. No new faculty member may be appointed while there are available faculty members on the layoff list qualified to fill the vacancy and provided the faculty member reports to his assignment within fifteen (15) days, unless otherwise mutually agreed.

8. Evening and summer school are excluded from the above procedure.

9. Bumping shall be permitted if the teacher is assigned to a discipline where layoff must occur and if said teacher is qualified to teach in another discipline or department.

10. Staff retraining where staff reduction is effected by program modification or deletion affecting a particular department or area:

A. Written request within thirty (30) days.

B. Up to three (3) semesters of time permitted.

C. Board must accept all retrained teachers without loss of rank, salary, or institutional seniority.

D. Right to return to position lost, if reopened, without loss of seniority.

11. One month's severance pay for tenured faculty.

Sample Items

1. "The Board may, upon giving ninety (90) days written notice prior to the end of the academic year without hearing, terminate the services of any faculty member because of necessary reduction in personnel, provided there is consultation with the _ _ _ prior to the decision to make any such reductions, and provided that the reductions shall be accomplished according to the following provisions:

   A. The Board shall determine the areas in which reductions shall be made and such reductions shall then be accomplished in the following order: part-time faculty, probationary faculty, year-to-year contract faculty, and lastly continuing contract faculty members. Retention of full-time faculty members shall be determined by using the criteria of seniority in the institution, in the division, and in specified areas within the division (not necessarily in that order of priority.)

   B. Released faculty members shall be placed on leave of absence with no obligation to rehire after the expiration of three (3) years. Each faculty member placed on leave of absence as aforementioned shall be reinstated in inverse order of his placement on leave of absence for a vacancy for which he is qualified.

   C. The Board shall notify qualified faculty members on leave of absence of subsequent vacancies by certified mail to the last address registered by the faculty member at the Vice President's office. No new appointments, except on a temporary basis, shall be made within thirty (30) days from the mailing of such notification. No appointment of new faculty members shall be made until all those on leave of absence

qualified for the vacancy have been given an opportunity to be re-employed. If a faculty member does not return to work at the specified time the Board shall have no further employment obligation to him, except that when a faculty member who has given notice of his intent to return is prevented from so doing due to illness or other emergencies, his leave shall be extended for a period not to exceed one (1) year.

D. Upon return such faculty member shall retain all credits toward sabbatical leave, sick and emergency leave and experience for salary purposes during lay off, provided that college or university teaching and counseling experience gained during lay off shall be evaluated for salary purposes upon re-employment."

NO DISCRIMINATION

Sample Items

1. "The bargaining unit agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination and to represent all employees equally regardless of membership in any employee organization."

2. "The Board agrees to continue its policy of not discriminating against any teachers on the basis of race, color, creed, sex, national origin, marital status or membership in or participation in, or association with the activities of any employee organization."

PERSONNEL EVALUATION

Sample Items

1. "Evaluations of faculty shall be used for the purpose of improving instruction and to aid in determining whether a faculty member shall be promoted or retained. Effective teaching should be the most important element but other factors, such as professional development, additional contributions to the College, to the community, and to professional organizations, should be considered.

   Faculty evaluation is a continuous process, and determinations as to retention, tenure, and promotion will consider the faculty member's performance for his entire length of service

at the institution. This would suggest that reference be made to all previous evaluations and to growth exhibited by the faculty member since his employment at the College.

A. Evaluation of Non-Tenured Faculty. A comprehensive evaluation each semester shall be conducted within each department, coordinated by the Department Chairmen. Such evaluation will be comprised of four elements:

1. Chairman's Evaluation--The Chairman's comprehensive evaluation shall be presented on Form A Appendix. The Faculty Association Senate, the Department Chairman and the faculty in the department may add to the criteria stated on the form.

   The Chairman's evaluation will be submitted prior to December 5 and April 30 for non-tenured faculty.

   The Chairman will recommend the faculty member's retention (non-retention), tenure, and promotion and forward the recommendation to the Division Director and the Divisional Evaluation Committee.

2. Peer Evaluation--A peer is defined as another faculty member (if possible one who has at least two years experience and who has taught the same or similar course before in this institution) chosen by the faculty member being evaluated. The peer evaluation will take place prior to November 15 and March 15 for non-tenured faculty. A copy of the observation/evaluation form (Form B) constitutes an attachment of this Agreement. A copy of the peer evaluation will be forwarded to the Department Chairman.

3. Student Evaluation--Each faculty member will be evaluated by students each semester in all sections of every course he teaches prior to November 30 and March 31. As soon as possible an evaluation form which has been agreed to by the Student Government and the Faculty Association Senate in consultation with the Academic Dean will be developed. The faculty member shall be responsible for summarizing the results of the student evaluations and forwarding this summary to his Department Chairman. It is the responsibility of the faculty to retain the original student evaluations on file in his office.

4. Self-Evaluation--Each faculty member will prepare a self-evaluation prior to November 15 and March 15. A copy of Form C, the self-evaluation form, constitutes an attachment of this Agreement. The self-evaluation will be forwarded to the Department Chairman.

Faculty Improvement: Each faculty member will receive copies of all evaluations given. The comprehensive evaluation and teaching observations should provide the faculty member with information which he can use to plan for his own improvement. Teaching observations must be on observable instructional acts. Where deficiencies are found, there will be suggestions for improvement on all evaluation forms. Follow-up observations must be arranged for the purpose of noting improvement.

Divisional Evaluation Committee: For non-tenured faculty members, the Department Chairman, peer, student, and self-evaluation will be forwarded to a Divisional Evaluation Committee consisting of one tenured teaching faculty member from each department within the Division, and including the faculty member's Department Chairman or Assistant. Any additional observations made will also be forwarded to the Divisional Evaluation Committee. The Division Director or his designee shall serve as non-voting Chairman of the Divisional Evaluation Committee.

The responsibilities of this Committee shall be:

a. To check for glaring inadequacies and recommend remedies.
b. To prepare a comprehensive summary and recommendation based on the input provided by four elements involved in the process (Chairman, Peer, Student, Self-Evaluation.)
c. To recommend the faculty member for retention (non-retention), tenure, promotion and forward this recommendation to the Division Director.

Two independent recommendations for retention (non-retention), tenure, and promotion, will be forwarded to the Division Director: The Department Chairman's recommendation submitted on the comprehensive evaluation form and the recommendation from the Divisional Evaluation Committee submitted on the Divisional Evaluation Committee comprehensive form (Form D.)

In regard to retention, if the Division Director or higher-level administrator does not accept the findings of the Department Chairman and/or the Divisional Evaluation Committee, the administrator shall communicate his position to the faculty, the Department Chairman and the Divisional Evaluation Committee.

At his discretion, the Division Director may make independent teaching observations and evaluations and request meetings with any faculty member in his Division.

B. Evaluation of Tenured Faculty: Each year a comprehensive evaluation of tenured faculty members shall be conducted within each Department, coordinated by the Department Chairman. Evaluation of tenured faculty shall be comprised of the same four elements described above (Chairman's Evaluation, Peer Evaluation, Student Evaluations, Self-Evaluation.) The comprehensive evaluation of tenured faculty members should be completed by February 15 each year.

Peer, Student, and Self-Evaluations of tenured faculty members will be forwarded to the Department Chairman, who is responsible for preparing a comprehensive summary and recommendation. The Divisional Evaluation Committee will not consider the evaluations of a tenured faculty member unless the faculty member has applied for promotion."

2. "Probationary Faculty. Probationary faculty members shall be reviewed by their department twice each year on the basis of criteria established by the campus department. The Statement of Professional Ethics from the Bulletin of the American Association of University Professors, September, 1966, shall be used as a guideline to the development of such criteria. A copy of the criteria used by each department shall be forwarded to the immediate supervisor prior to its use. The criteria shall be made available to the probationary employee by the department within fifteen days after the start of his assignment. The department shall notify the immediate supervisor when the review has been completed.

Should the department recognize areas of deficiency, it shall request evaluation by the immediate supervisor no later than January 1. Such request shall not become a part of the faculty member's personnel file, nor shall it serve as a cause for dismissal, or the basis for rebutting a grievance.

Should he deem it necessary with one week's prior written notice to the faculty member, the immediate supervisor shall have the exclusive right to make evaluations without such departmental request. Evaluation shall not be used to harass probationary faculty members.

A. Continuing contract faculty--Continuing contract faculty members may be reviewed by their departments

on the basis of criteria established in (the above section.)

Continuing contract faculty members may be subject to evaluation, on the basis of criteria established in , should the department or the immediate supervisor deem it necessary. One week prior notice to the faculty member shall be given in writing and shall include the reason or reasons such evaluation is deemed necessary. Evaluation shall not be used to harass continuing contract employees. The immediate supervisor shall have the exclusive right to make such evaluation.

B. Interview with the Evaluator--Within ten (10) working days following an evaluation by the immediate supervisor, the faculty member shall be granted a personal interview with the evaluator, during which interview the evaluation will be signed by both parties to indicate receipt only and a copy made available to the faculty member. Should the faculty member feel the evaluation is improper, he may request a conference with the campus Provost, within ten (10) working days of the receipt of the evaluation. Further, in the event the faculty member feels the evaluation is incomplete or unjust and no change has resulted from the conference with the Provost, he may put his objections in writing and have them attached to all copies of the evaluation prior to their inclusion in his personnel file.

Failure to follow the evaluation procedure as well as the content of written evaluations shall be subject to grievance procedure. Should they be used as a basis for a demotion or discharge of a continuing contract faculty member, they may be challenged in the procedure as described in Article VI.

C. Copies of Evaluations--A faculty member shall receive copies of all performance evaluations which become a part of his personnel file. A faculty member shall be apprised of any material placed in his personnel file and the personnel file shall be made available to the faculty member for his review upon request; privileged information such as references and confidential credentials from other institutions normally collected prior to employment shall be specifically exempted from such review.

A faculty member shall upon request be provided with a copy of an item or items from his personnel file, provided such item is not of privileged nature.

D. Professional Achievements--Faculty members may at any time submit evidence of professional achievement or special services to the College or the community for inclusion in their personnel file."

COMMITTEE MEMBERSHIP

Main Considerations

1. Types of committees included.

   A. Campus wide

      1. Curriculum.
      2. Professional standards.
      3. Facilities.
      4. Steering--college development.
      5. Personnel review.
      6. Fiscal and budget.
      7. Student affairs.
      8. Institutional advising.

   B. Less than campus wide (department, division).

      1. Faculty evaluation.
      2. Curriculum planning.
      3. Scheduling.
      4. Faculty selection.

2. Duties of committees specified.

3. Membership of committees specified (usually majority faculty.)

4. Method(s) of selection of membership.

5. College committee on facilities composed of two members of the administration, two members of the faculty plus two open positions to be filled to meet specific needs in the area of facility planning. These open positions to be filled equally by administration and faculty.

6. College steering committee shall be established in accordance with the procedures and with the structure agreed to in negotiation and appearing in Section _____ of the Faculty Manual.

7. Personnel review committee: Nine (9) members: three administrators, one of whom shall be chairman, appropriate department chairman, Five (5) faculty members from different salary classes.

8. Prior to the structuring and establishing of any campus or institutional level committees which involve teacher participation, the change of such committee shall mutually agree upon by the Board and bargaining unit.

Committees:	Adm	Fac	Stu
Academic Standards & Curriculum	6	12	4
Building Site and Facilities	5	10	3
Financial Affairs & College Budget	5	10	3
Professional Standards	5	10	0
Learning and Institutional Resources	5	10	3
College and Student Affairs	5	10	5
District Services Committee	3	3	0

Functions of each committee specified.

9. Ad Hoc Committee or Fringe Benefits, 4 fac/3 adm ratio
Faculty Relations Committee, 3 fac/ 2 adm ratio
Functions and meetings proscribed.

10. Personnel and Budget Committees at all levels of the institution.

11. Bargaining unit shall have the right to designate one faculty member as a member of the Institutional Advisory Committee.

12. Department Committees:
Faculty Evaluation
Curriculum
Faculty Workload, Scheduling, Course Assignment.

13. Campus Wide Committees:
Curriculum
College Development
Budget Consultation.

14. All Campus Committee.

15. Faculty member elected, administrator appointed.

16. Duties of committee specified.

PERSONNEL FILES

Main Considerations

1. There shall be an official category of personnel files which may be maintained by the department and/or school or college and/or the chief academic officer for the use of committees and individuals responsible for the use of and individuals responsible for review and recommendation of the faculty member with respect to reappointments, promotion and tenure. The faculty member may, for a reasonable charge, make or obtain copies of said file or files.

2. Open to individual upon signature of requesting individual between 9:00 a.m. and 3:30 p.m. on a working day. Appropriate administrator shall be present.

3. Certain material in file shall not be made available:

   A. References from outside source.
   B. Placement records which contain references from outside sources.
   C. Transcripts restricted by the sending institution.
   D. Other confidential information obtained from outside the college.

4. No document other than above shall be inserted in the individual member's personnel file without his prior knowledge. Individual has the right to respond and response shall be placed in his file. Documents in personnel file shall be assigned and dated by individual placing document in the personnel file.

5. File can include records of education, employment and professional growth.

6. Member can add to his own file any materials from a professional source he feels should be included in his personnel file.

7. Procedure for requesting removal of materials from file.

8. No secret file or any material or record shall be kept on a teacher by the Board or administration for any reason.

ADMINISTRATOR SALARIES

Main Considerations

1. Specific dollar amount for administrative duties to be added to appropriate faculty rank of administrator. Specific amount listed for each administrative position.

2. Salary schedule for administrators by position and level.

3. Salary schedule for administrators by position with minimum and maximum.

4. President's salary not included.

PERSONNEL POLICIES

Main Considerations

1. Each faculty member entitled to due process in all personnel matters.

2. All personnel policies cited elsewhere in this contract shall be applied uniformly and without discrimination.

3. The college policy and procedure manual [faculty handbook] shall be amended to conform to this agreement.

4. Policies and procedures in the faculty handbook shall be followed without deviation.

TRANSFER POLICY

Main Considerations

1. Transfer shall be made only in the area of the faculty member's competence.

2. Faculty member's preference shall be honored whenever possible to the extent that these considerations do not conflict with the instructional requirements and the best interests of the college and students.

3. Forty-five day notice required for involuntary transfer, except in emergency. All involuntary transfers to be reviewed by Vice-President and faculty members will be given an opportunity to state their objections in writing.

4. Faculty members may apply for transfer in writing prior to (date).

5. Involuntary transfer or denial of request for transfer may be challenged through the grievance procedure solely on the grounds that the decision made was unreasonable.

6. Listing of vacancies for coming year is required.

FACULTY MEETINGS

Main Considerations

1. Faculty member has the responsibility of attending all regularly scheduled faculty meetings, college and institutional.

2. Every effort shall be made to hold such meetings at hours when classes are not scheduled.

3. Except in cases of emergency, the agenda for general faculty meetings shall be published forty-eight (48) hours in advance.

4. If the administration calls an emergency meeting of the general faculty, a faculty member may cancel all classes which conflict with the hours of the meeting.

5. All faculty meetings during workday hours.

PROCEDURE FOR COURSE SCHEDULING

Sample Items

1. "Guidelines to be followed in the development of the master schedule for the College's day program include the following:

   A. Classes should be assigned to rooms and laboratories which can properly accomodate them;

   B. To the extent possible a class should be assigned to meet in the same room for all its lecture sessions;

C. Courses should be scheduled in accordance with the period patterns established by the Director of Scheduling in order that students may have a reasonable number of options in determining their class programs,

D. Faculty, whenever practicable, shall not be scheduled for more than two consecutive lecture hours, nor more than one lecture hour immediately followed by a laboratory period, nor more than two consecutive laboratory periods without his consent.

E. The regular college teaching day shall begin at 8:00 a.m. and terminate at 4:50 p.m. except that on Thursdays such hours shall be from 8:00 a.m. to 5:15 p.m. Faculty shall normally have instructional responsibilities scheduled five days a week and shall be on campus as required to perform their professional obligations. In the interest of permitting graduate study of other professional work, or adjusting an underload, exceptions to this guideline may be made with the approval of the Executive Dean and the appropriate department head.

F. No faculty member shall be assigned a teaching schedule extending beyond 6 hours from the start of his first class on a given day to the end of his last class on that day except in cases where a faculty member may specifically request or agree in writing to a different type of daily schedule.

Teaching assignments in the College's Continuing Education Program voluntarily accepted for additional compensation are not to be considered in the determination of the abovementioned six-hour limit.

G. Department heads, after consultation with program chairmen and other faculty members, shall advise the Director of Scheduling in writing of any special scheduling requirements for courses offered by their respective departments at least eight weeks before the end of the semester prior to the semester for which the request is made. Such requests shall include items requiring special consultation, or for which special arrangements must be made. Examples of such items include:

1. Special classroom and laboratory requirements for courses to be offered;

2. Identification of courses which should not be scheduled in conflict with certain other courses;

3. Particular hour patterns which may be required in certain courses;

4. Blocks of time which should be open to permit students in a particular course or curriculum to do field work, engage in cooperative work programs, or meet similar study-related obligations.

H. Normally the Director of Scheduling will consult only with department heads in developing or revising the master schedule. Faculty suggestions and requests must be channeled through and approved by department heads."

2. Schedules.

A. "Faculty members shall be notified to the extent feasible, of their tentative teaching schedules at least two weeks before the first day of classes. Final schedules of teaching assignments shall be subject to registration and the final schedule of classes."

B. "Teaching schedules shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed seven (7) hours in any one day and shall accumulate to no more than thirty (30) hours per week, whenever possible. When an evening assignment is made part of the regular load of a faculty member, every effort will be made to provide at least twelve (12) hours between the end of the last class and the beginning of the first class of the next day."

C. "Whenever possible, there shall be no more than three (3) consecutive teaching classes as part of the full-time teaching schedule."

D. "Whenever possible, the maximum number of different class preparations within the full-time teaching schedule shall be three (3)."

E. "When a faculty member is requested to make a major educational effort, for example, the development of a full course in autotutorial materials or a course of study on video-tape, he will receive released time consideration. The Association shall be requested to give advisory consultation."

MANAGEMENT RIGHTS

Sample Items

1. "Board Rights. Notwithstanding any provision of this Agreement the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of _____.

   Notwithstanding any provision of this Agreement the Board retains all rights, powers or authority exercised by the Board which has not been specifically abridged or modified by the Agreement.

   The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the terms and conditons of this Agreement and Public Law _____."

2. Management Rights. The Board shall have the right to direct all teachers in the performance of necessary work functions. This power shall not be exercised in a manner which will defeat the specific provisions or basic purposes of this Agreement. The powers or authority which the Board has not officially abridged, delegated, or modified by this Agreement are retained by the Board. The Board may promulgate reasonable work rules, and any dispute with respect to the reasonableness of such work rules shall be submitted to the Grievance Procedure set forth in the contract.

   It is understood by the parties that every incidental duty and detail connected with each position or operation in any assignment or job description is not specifically set forth and that the assignment of new responsibilities shall be subject to the formation of reasonable work rules.

   The Board reserves the right to discipline or discharge for just cause. The Board reserves the right to lay off for lack of work or funds or the occurrence of conditions beyond the control of the Board, or where the continuation of work would, in the Board's opinion, be wasteful and unproductive. When work and/or funds have been restored within two calendar years from date of layoff, contractual employees shall be hired back within their major instructional areas in reverse order of layoff and their seniority rights shall be restored as of the date they left service. Layoff due to lack of work or lack of funds shall be determined by seniority among those in the same area in which the layoff is necessary and for which the employees qualify. The

question of order of layoff may be submitted to the Grievance Procedure for determination of its reasonable application."

3. "Management Responsibilities. Except as limited by the specific and express terms of this Agreement the Employer hereby retains and reserves unto themselves all rights, powers, authority, duties and responsiblities conferred upon or vested in them by law including but not limited to, the right to determine the purpose, mission, object and policies of the College, to determine the facilities, methods, means, equipment, procedures and personnel required to conduct the College programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection, appointment, evaluation, training, retention, promotion, assignment and discipline, suspension, demotion and discharge of employees; to direct, supervise, schedule and assign the work force, to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College; and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions and authority possessed by management are vested in the Employer and the Employer shall continue to exclusively exercise such powers, duties and responsibilities, during the period of this agreement."

4. Management Rights.

   A. "Except to the extent expressly abridged by a specific provision of this Agreement, the management of the District hereby reserves and retains unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of _____ and the United States, and all of its Common Law rights to manage the District, as such rights exist prior to the execution of this Agreement.

   B. The District will not exercise its rights, powers, authority, duties and responsibilities in an arbitrary or capricious manner, nor in violation of the terms of this Agreement, Section 111.70 of the _____ Statutes, nor the laws of the State of _____ and the United States.

C. The rights of the District unless abridged by this Agreement shall include but are not limited to the following:

1. To establish, maintain, change or abolish policies, practices and procedures.

2. To determine and redetermine the number, location and types of its operations, methods, processes and materials to be employed and to discontinue the performance of methods, processes and operations by teachers.

3. To determine the number of hours per day, per week and days per year operations shall be carried on.

4. To select and determine the number and types of teachers required and assign work to teachers in accordance with requirements determined by management.

5. To establish and change work schedules and assignments.

6. To transfer, promote or demote teachers or to renew or refuse to renew individual teacher contracts for lack of work or other legitimate reasons and determine the fact of lack of work.

7. To make and enforce reasonable rules for maintenance of discipline.

8. To suspend, discharge or otherwise discipline teachers for cause and take such measures that may be necessary for the orderly, efficient and productive operation of the District.

5. "The Board reserves all its rights not expressly limited by the provision of this Agreement.

PROMOTION POLICY

Sample Items

1. Promotion Procedure. Applications for promotion may be submitted by a member of the unit on or before November 15 each year.

The requirements for academic rank (Experience and Length of Service, Educational Preparation) contained in Article _____ shall be minimal requirements for promotion.

In addition to these minimal conditions in the paragraph above, consideration will be given to performance as a member of the faculty, work or services performed for the institution beyond assigned duties, professional status, growth and development, and in community service.

The Divisional Evaluation Committee shall review credentials and make recommendations for promotion.

The full list of those being recommended for promotion shall be passed by the Committee to the Division Director on or before March 15, _____. The Division Director may append comments concerning the individuals on the list, and he then shall pass the list to the Dean of Academic Affairs on or before March 31, _____.

The Dean will add his comments and submit the list to the President.

The President will review the recommendations and submit a list to the Board. Any member of the unit applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

A member of the unit who is not recommended will be granted a hearing, if he so requests, by a College-wide Promotions Review Committee consisting of the Dean of Academic Affairs, acting as non-voting Chairman, the Division Director, and one member from each area represented by the association (five academic divisions, counseling, instructional resources.)

If at least three-fourths of the Committee votes to recommend for promotion, the member of the unit's name and a summary of the Committee's findings will be forwarded to the Board."

2. Promotion.

A. Departmental Recommendations. Except as provided in ___ , the Campus Department shall initiate all recommendations for promotion of faculty members in rank. Such recommendations to the Campus Provost for promotion in rank shall be accompanied by a written statement in support of the recommendation and must be made by January 15.

B. Provost's Decision and Campus Appeal Board. The Campus Provost shall review all departmental recommendations.

1. If a faculty member who has been recommended for promotion by his department is not so recommended by the Provost, he shall be given written notification to that effect by the Provost by February 1. Such written notification shall include, in detail the reasons for the Provost's decision, it shall not become a part of the faculty member's personnel record.

2. The faculty member may then request, by February 8, that the Campus Promotions Appeal Board recommend to the Provost of the Campus that he be promoted.

C. Composition of Campus Promotions Appeal Board. The Campus Promotions Appeal Board shall be comprised of five (5) faculty members chosen by the Campus Faculty Association.

D. Recommendation of the Appeal Board. The individual faculty member may, if he does not receive his department's recommendation, request, by February 1, that the Campus Promotions Appeal Board recommend to the Provost of the Campus that he be promoted.

E. President's Decision. The Campus Promotions Appeal Board shall submit its recommendations for promotion to the Campus Provost. The Provost shall submit his recommendations along with the recommendations of the Campus Promotions Appeal Board to the President of the College by February 28. If the President does not concur with the recommendations of the campus, he shall so notify in writing, those individual faculty members affected by March 15. Such written notification shall include, in detail, the reasons for the President's decision; it shall not become a part of the faculty member's personnel record.

F. Recommendations Part of Personnel Record. The recommendations of the Campus Department and/or the Campus Promotions Appeal Board may, at the option of the faculty member, become a part of his personnel record; however, the recommendations, or failure to recommend shall not be a basis for charges in a dismissal or discharge proceeding.

G. Provost Recommendation for Two Years. If a faculty member is recommended by his Provost for promotion for two (2) consecutive years, he shall be promoted upon the second recommendation.

H. No Appeal. The decision of the Provost or the President shall not be subject to the Grievance Procedures with reference to Article XX.

FACULTY MEMBER BECOMES ADMINISTRATOR

Sample Items

1. "Any faculty member who assumes administrative duties and subsequently to the teaching faculty status shall resume all rights and priviledges that he would have had if he had continued in the faculty status without interruption."

FACULTY GOVERNANCE

Sample Items

1. "The presently constituted organizations of the University (e.g., the University Senate, faculty councils, departmental personnel and budget committees, etc.) or any other or similar body composed in whole or in part of the faculty, shall continue to function at the University, provided that the action thereof may not directly or indirectly repeal, recind or otherwise modify the terms and conditions of this Agreement."

2. College Governance.

   A. The Board and bargaining unit agree that the District can effectively meet the changing needs of today's society by involving students, faculty, administration and members of the community in the planning and governance of the institution. The following policies will apply:

      A faculty member will serve in a non-voting capacity on the Board of Trustees. He shall be elected by the faculty and will serve for a minimum of one year, receiving in-service credits as noted in Appendix A. The faculty member serving in this ex officio capacity will be eligible to attend all meetings--public and executive--of the Board, except when the Board determines that a private discussion on a sensitive matter is desirable.

B. The board may authorize the creation of Citizens' Advisory Councils or any number of other advisory groups which it feels will be helpful to the achievement of the basic goals of the colleges and the District. The bargaining unit will be advised of the creation of any such groups. The formal recommendations of such Councils and groups shall be forwarded simultaneously to the bargaining unit, to the appropriate college president and to such other appropriate recipients.

C. The Board and the bargaining unit agree on the desirability of involving the faculty in formulation of college policies. This shall be accomplished at every practicable level. A guiding principle in this process is that those affected by a policy, including the community, shall have a proportional voice in the development of that policy. A formal part of this procedure will be the establishment of joint faculty-administration committees. The following factors and procedures will apply to such committees:

1. The following six (6) permanent joint committees are established:

   a. Personnel and Operational Policies Committee.
   b. Fringe Benefits Committee.
   c. Fiscal Policies Committee.
   d. Student Policies Committee.
   e. Instructional Resources Committee.
   f. Curriculum Development Committee.

2. These joint committees shall consist of eight (8) members--four from the faculty and four from the administration--and shall further include, as a minimum, at least one faculty member and one administrator from each college. The selection process will be conducted by the most appropriate means available to each group.

3. All committee appointments will be equitable and objective: consideration will be made of load, experience, talents and interests.

4. Joint committee members will be selected and/or appointed at the beginning of the instructional year (i.e., through the following August). In case of illness or extended absence, the president of the bargaining unit and/or the District president shall appoint a replacement.

5. A roster of all joint committees will be maintained in the District Office and shall also be made available to the faculty, administrators and other staff personnel.

6. These committees will be free to organize themselves, to appoint a chairman, to select such other officers as may be appropriate and to adopt and publish their own procedures.

7. Joint committees will have access to all public information and will be provided with reasonable support services (e.g., secretarial services) as mutually agreed upon.

8. The bargaining unit president, or his designee, and the District president, or his designee, may attend any of the joint committee meetings in an ex officio capacity.

9. It will be the responsibility of each joint committee to prepare a written report summarizing its year's activities and findings and making recommendations as they relate to this agreement or to the general operation of the District and/or the colleges. Wherever practical, all members of the committee will sign the report. It will be submitted in August by the joint committee chairman tothe Executive Committee, except that in the case of the Curriculum Development Committee the report shall be submitted to the vice-president for Educational Technology and Systems Services. A copy will also be provided to the bargaining unit president.

10. Nothing in item 9 above is intended to limit the submission of other committee reports and recommendations (e.g., professional leave candidates) throughout the year. The same sequence for submission should be followed.

11. Within a reasonable period of time, the Executive Committee or the vice president for Educational Technology and Systems Services shall respond in writing to the joint committee concerning each of its recommendations. Copies of the response, which will indicate acceptance of the recommendation or reasons for modification or other disposition, will be provided to all committee members and the bargaining unit president.

12. Recommendations which require action by the Board of Trustees to implement shall be forwarded to the Board by the Executive Committee along with any suggested changes or recommended action. The joint committee shall receive copies of all such communications concerning their recommendations.

13. Faculty members will receive in-service credits for work on joint committees as prescribed in Appendix A.

14. From time to time, ad hoc and sub-committees may be formed by joint agreement between the administration and the faculty. Faculty members on these committees may also be eligible to receive in-service credits as prescribed in Appendix A if mutually agreed upon by the parties to this agreement.

ADMINISTRATOR SELECTION

Sample Items

1. "Selection of Deans: Search committee of four tenured faculty members of the particular school or college, elected by its faculty members of the particular school or college, elected by its faculty and chaired by chief academic affairs with vote. Shall submit to President no fewer than three candidates together with its recommendation. If President accepts one or more, name shall be submitted the same to the Board of Trustees for action. If Board of Trustees rejects all the names submitted by the President, it shall state its reasons in writing and request the committee to continue its search. Procedure continues until search committee submits a candidate acceptable to President and Board of Trustees."

2. "Bargaining unit representatives shall be involved in the selection process for the appointment of the college president whenever such position is vacant or a successor is to select for the incumbent."

3. "Selection of Department Chairmen. Department Chairmen shall serve for a term of three (3) years unless a vacancy is declared to exist by the President of the College, or unless the Chairman is recalled in accordance with the provisions of this Article, or unless he resigns."

4. "The Chairmanship of Departments shall be filled in the manner described in numbers a thru h below:

   A. An election shall be held in each Department at the call of the Academic Dean on or before May 15, _____ for the purpose of nominating three (3) or more persons who would be acceptable to the members of the Department as Chairman. Each such election shall be held under the auspices of the bargaining unit.

   B. Any faculty member within the Department shall be eligible for election as Department Chairman.

   C. All faculty members within the Department shall be eligible to vote in the election for Department Chairman.

   D. After each election, the President of the bargaining unit shall submit a list of three (3) nominees to the President of the College.

   E. Within seven (7) working days of the receipt of such list of nominees, the President of the College shall either (a) appoint a Department Chairman from the list of nominees or (b) notify the President of the bargaining unit that he declines to appoint any of the nominees on the list. If the President declines the list of nominees, a second election shall be held forthwith in accordance with the provisions of this Article, within seven (7) working days of the receipt of the second list of three (3) nominees, the President shall appoint a Department Chairman from said list.

   F. Recall by Vote of the Department. The following procedures shall be used for the recall of a Chairman:

      1. A Department meeting shall be held after filing with the Dean, a petition signed by at least one-third (1/3) of the members of a Department setting forth a statement of the desire to recall the Chairman of that Department provided that such petition may be filed only within the academic year.

      2. Upon receipt of such petition, the Dean shall promptly give fourteen (14) days written notice to all members of the Department, and to the President of the bargaining unit, setting forth the time, date, place and purpose of such meeting.

3. The President of the bargaining unit shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and the vote within the Department.

4. A vote of two-thirds (2/3) of all the members of the Department shall be required to recommend to the President that he declare a vacancy to exist in the Department Chairmanship. Upon receipt of such recommendation from the President of the bargaining unit together with a written record of the minutes of such meeting and a record of the votes cast, the President shall call for a new election under the procedures described in this Article.

G. The President may at his discretion declare a vacancy to exist.

H. The President of the College may appoint an acting Chairman when the Chairman shall be on leave, incapacitated, or otherwise unable to fulfill his duties, or upon the declaration of a vacancy, recall, or resignation."

5. "Department chairman shall be elected annually in the spring semester by a majority of the department."

6. "Department chairman selected by President. Appointed for five years with reappointment possible. Full and Associate Professor shall be able to recommend for position, in writing."

DUTIES OF DEPARTMENT CHAIRMAN

Sample Items

1. "Minimum teaching load of six (6) contact hours and a maximum of two (2) preparations unless modified by mutual consent."

2. "Perform three duties set forth in a separate document entitled Department Chairman Duties, which shall be jointly developed by the College, Association Executive Committee, and Department Chairman.

3. "Duties will be developed cooperatively by them and the appropriate administrator and will be set forth in the job descriptions for the position.

4. Duties will be developed by the administration and shall be clearly stated to the faculty in writing.

5. Duties listed under department organization in Faculty Handbook."

TABLE 3-1

GOVERNANCE ITEMS
BY BARGAINING UNIT

Items	NLA			AFT			AAUP			IND			TOTAL		
	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢
Grievance Procedure	19	53	34	16	32	16	2	3	1	5	4	-1	42	92	50
Personnel Evaluation	12	41	29	9	29	20	1	2	1	4	4	0	26	76	50
Management Rights	15	44	29	13	29	16	1	1	0	2	5	3	31	79	48
Procedure for Scheduling Classes*	0	20	20	0	16	16	0	1	1	0	2	2	0	39	39
Promotion Policy	17	33	16	14	22	8	1	1	0	5	5	0	37	61	34
Standards, Academic Rank	4	28	24	7	15	8	1	1	0	2	4	2	14	48	34
No Discrimination	7	31	24	8	26	18	2	2	0	3	4	1	20	53	33
Calendar	12	33	21	12	21	9	1	2	1	4	5	1	29	61	32
Committee Membership	2	20	18	2	10	8	1	1	0	0	1	1	5	32	27
Transfer Policy	7	21	14	5	7	2	1	0	-1	0	1	1	13	3[illegible]	26
Staff Reduction	4	18	14	1	9	8	1	1	0	1	4	3	7	3[illegible]	25
Personnel Files	17	34	17	14	21	7	1	1	0	4	4	0	36	60	24
Administrator Selection	5	13	8	3	10	7	1	1	0	1	4	3	10	28	18
Faculty Governance	6	14	8	3	11	8	1	1	0	1	1	0	11	27	16
Department Chairman Duties*	0	9	9	0	5	5	0	1	1	0	1	1	0	16	16
Personnel Policies	6	12	6	2	9	7	0	0	0	0	0	0	8	21	13
Faculty Meetings	2	10	8	0	5	5	0	0	0	0	0	0	2	15	13
Faculty Member Becomes Administrator*	0	5	5	0	3	3	0	1	1	0	1	1	0	10	10
Publications, Development Rights*	0	4	4	0	3	3	0	1	1	0	2	2	0	10	10
Disciplinary Action: Faculty Member	1	7	6	1	2	1	0	0	0	0	1	1	2	10	8
New Facilities and Planning	1	7	6	1	3	2	0	0	0	0	0	0	2	10	8
Administrator Salaries*	0	7	7	0	1	1	0	0	0	0	0	0	0	8	8
Cancellation of Classes*	0	2	2	0	3	3	0	1	1	0	0	0	0	6	6
Percent in Academic Ranks	2	6	4	0	0	0	0	0	0	0	1	1	2	7	5
Faculty By-Laws*	0	3	3	0	2	2	0	0	0	0	0	0	0	5	5
Division Chairman Duties*	0	2	2	0	1	1	0	0	0	0	0	0	0	3	3
Budget Committee	0	1	1	0	2	2	0	0	0	0	0	0	0	3	3
Organizational Chart*	0	2	2	0	1	1	0	0	0	0	0	0	0	3	3
Rank Equivalencies*	0	2	2	0	1	1	0	0	0	0	0	0	0	3	3
Recommend Administrative Change	1	2	1	1	2	1	0	0	0	0	0	0	2	4	2
Institutional Research	0	1	1	0	1	1	0	0	0	0	0	0	0	2	2
Removal of Department Chairman*	0	0	0	0	1	1	0	0	0	0	0	0	0	1	1
Unspent Travel to Library*	0	0	0	0	0	0	0	0	0	0	1	1	0	1	1
Special Funds	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1

* New item in 1972 contracts analyzed

+ Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 3-2

GOVERNANCE ITEMS
BY INSTITUTIONAL LEVEL

Items	UNIV	COL	COMM COL	TOTAL	CC as PERCENT of TOTAL
Grievance Procedure	8	7	77	92	84
Personnel Evaluation	5	3	68	76	89
Management Rights	6	4	69	79	87
Procedure for Scheduling Classes*	3	3	33	39	85
Promotion Policy	5	4	52	61	85
Standards, Academic Rank	5	2	41	48	85
No Discrimination	9	7	37	53	70
Calendar	4	4	53	61	87
Committee Membership	3	2	27	32	84
Transfer Policy	2	2	35	39	90
Staff Reduction	4	0	28	32	88
Personnel Files	5	5	50	60	83
Administrator Selection	4	4	20	28	71
Faculty Governance	5	3	19	27	70
Department Chairman Duties*	1	1	14	16	88
Personnel Policies	1	1	19	21	90
Faculty Meetings	2	1	12	15	80
Faculty Member Becomes Administrator*	0	0	10	10	100
Publications, Development Rights*	0	0	3	3	100
Disciplinary Action: Faculty Member	0	0	10	10	100
New Facilities and Planning	0	0	10	10	100
Administrator Salaries*	0	0	8	8	100
Cancellation of Classes*	0	0	6	6	100
Percent in Academic Ranks	1	2	4	7	57
Faculty By-Laws*	0	1	4	5	80
Division Chairman Duties*	0	0	3	3	100
Budget Committee*	0	1	2	3	67
Organizational Chart*	0	0	3	3	100
Rank Equivalencies*	0	0	3	3	100
Recommend Administrator Change	1	1	1	3	33
Institutional Research	0	0	2	2	100
Removal of Department Chairmen*	0	1	0	1	0
Unspent Travel to Library*	0	0	1	1	100
Special Funds	1	0	0	1	0

* New item in 1972 contracts analyzed

TABLE 3-3

GOVERNANCE ITEMS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

	NEA			AFT		
	Items as a Percent of Number of Contracts			Items as a Percent of Number of Contracts		
Items	1971	1972+	G/L=	1971	1972+	G/L=
Grievance Procedure	90	91	+ 1	89	97	+ 8
Personnel Evaluation	57	71	+14	50	88	+38
Management Rights	71	76	+ 5	72	88	+16
Procedure for Scheduling Classes*	0	34	+34	0	48	+48
Promotion Policy	81	57	-24	78	67	-11
Standards, Academic Rank	19	48	+29	39	45	+ 6
No Discrimination	33	53	+20	44	79	+35
Calendar	57	57	0	67	64	- 3
Committee Membership	10	34	+24	11	30	+19
Transfer Policy	33	36	+ 3	28	21	- 7
Staff Reduction	19	31	+12	6	27	+21
Personnel Files	81	59	-22	78	67	-11
Administrator Selection	24	22	- 2	17	30	+13
Faculty Governance	29	24	- 5	17	33	+16
Department Chairman Duties*	0	16	+16	0	15	+15
Personnel Policies	29	21	- 8	11	27	+16
Faculty Meetings	10	17	+ 7	0	15	+15
Faculty Member Becomes Administrator*	0	9	+ 9	0	9	+ 9
Publications, Development Rights*	0	7	+ 7	0	9	+ 9
Disciplinary Action: Faculty Member	5	12	+ 7	6	6	0
New Facilities and Planning	5	12	+ 7	6	9	+ 3
Administrator Salaries*	0	12	+12	0	3	+ 3
Cancellation of Classes*	0	3	+ 3	0	9	+ 9
Percent in Academic Ranks	10	10	0	0	0	0
Faculty By-Laws*	0	5	+ 5	0	6	+ 6
Division Chairman Duties*	0	3	+ 3	0	3	+ 3
Budget Committee*	0	2	+ 2	0	6	+ 6
Organizational Chart*	0	3	+ 3	0	3	+ 3
Rank Equivalencies*	0	3	+ 3	0	3	+ 3
Recommend Administrative Change	5	3	- 2	6	6	0
Institutional Research	0	2	+ 2	0	3	+ 3
Removal of Department Chairman*	0	0	0	0	3	+ 3
Unspent Travel to Library*	0	0	0	0	0	0
Special Funds	0	2	+ 2	0	0	0

* New item in 1972 contracts analyzed

= Gain/Loss

+ Includes all new contracts plus all multiple year contracts valid in 1972

CHAPTER 4

ACADEMIC

CLASS SIZE

Main Considerations

1. Designation of who is responsible for determining class size (faculty members, department chairman, dean.)

2. Frequently a maximum number of students per class given (30-35) but special type of classes may be listed and assigned different loads (large lecture section/100, etc.)

3. Written faculty member consent required to exceed official class size.

4. Unauthorized students not permitted to attend a class longer than first week.

5. Special consideration given to problems of introducing new courses, sustaining advanced courses and to commitments to students enrolled in sequential programs, and experimental programs.

6. Class size to be determined in writing between the administration and the instructor. In case no agreement reached, grievance procedure initiated.

7. Designation of a time in the semester when the class load count will be taken to determine class size.

8. Students in lab sections may not exceed the number of stations.

9. Some contracts call for lab assistants in lab courses.

10. If a class exceeds the maximum class size, faculty member paid extra (usually a fixed fee per student credit hour.)

11. "The College will attempt to avoid excessive class sizes."

TEACHING LOAD

Main Considerations

1. Maximum number of credit hours per term/per year.

2. Ratio of laboratory clock hours to a semester credit hours. Laboratory hours may count more or less than lecture hours: up to .5 more or .25 less, unless a load is all laboratory that excludes preparing and grading examinations, in which case 21 contact hours equal the normal 12 contact hour load.

3. Evening, summer, Saturday teaching not required of faculty member if he can meet his load requirement otherwise.

4. Number of hours that must pass between the end of one class and the beginning of the next (1-3.)

5. All teaching requirement on any given day must be completed within an _____ hour period (usually 10).

6. Some contracts indicate the dates by which faculty members must be notified of their next semester's teaching schedule.

7. "Development, periodic review, and revision of conventional courses of instruction are a normal part of the professor's responsibilities within load."

8. Designation may be made as to whom is responsible for assigning workload (department chairman, dean).

9. Variables to be considered in assigning workload (class size, number of preparations, development of new courses, evening and off-campus classes, extra-curricular assignments, academic advisory load, types of classes, actual number of contact hours, type of class presentation--lecture, recitation, laboratory, night classes equal 1.25 day class per contact hour, comparative difficulty of courses, budget limitations, personnel limits, and emergency conditions.)

10. A faculty council may be created to review faculty load assignments and request adjustments.

11. Department chairman may receive a reduction in teaching load, stated as a certain number of contact hours or as a number of credit hours.

12. Definition of a contact hour: one contact hour equals 50 clock minutes.

13. Not included in contact hours: work and equipment preparation, tests and examinations, grading, student evaluation, scheduled office hours.

14. Released time may be granted for research or curriculum development if requested by the faculty member and approved by the appropriate administrator(s).

15. Generally extra-curricular activities do not justify reductions in teaching load.

16. Assignment to specific courses depend on (field specified in contract, teaching experience in this field, degrees held, demonstrated competence, relevant work experience.)

17. Where extra work is available, it shall be listed and the list posted and routed.

18. Faculty wishing to request an assignment change must do so in writing not less than _____ dyas before the completion of the previous semester for which the request is made.

FACULTY RESPONSIBILITY

Main Considerations

1. Cooperate with the administration in providing quality education.

2. Participate in academic advisement and program planning.

3. Participate in college-wide social, cultural and professional activities.

4. Participate in scheduled faculty meetings.

5. Attend commencement.

6. Maintain student attendance and academic performance records.

7. Loyalty oath infrequently stipulated.

8. Assist in registration.

9. Meet all classes regularly.

10. Accept a reasonable number of committee assignments.

FACULTY RIGHTS

Sample Items

1. "Pursuant to Act 336 of the Public Acts of 1947, as amended, the Board hereby agrees that every eligible professional employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of _____, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any instructor in the enjoyment of any rights conferred by Act 336 or other laws of _____ or the Constitution of _____ or the Constiution of the United States; that it will not discriminate against any instructor with respect to any term or condition of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

   Nothing in this Agreement shall relieve or prevent an individual instructor, whether a member of the Association or not, from performing his professional duties or from exercising his independent judgment as a member of the faculty or of his department.

   Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under the _____ General School Laws or other laws and regulations as they apply to community college instructors. The rights granted to instructors in this Agreement are in addition to those provided elsewhere."

2. "No discrimination on the basis of age, color, race, creed, religion, national origin, sex, domicile, political status or marital status."

OVERLOAD

Main Considerations

1. Overload shall be voluntary.

2. Teachers in the bargaining unit are to receive first consideration for overload assignments.

3. Indication of the number of units (credits that constitute a full load.)

4. There may be a set dollar figure per unit/credit compensation on overload.

5. Where overload is determined by an excess student class load, the overload is fixed by averaging the students credited to a professor in all his courses.

6. In the event of a dispute arising from the determination of overload, grievance procedures may be invoked.

7. Overload pay may begin if a professor teaches more than _____ classes of _____ hours each.

8. Full-time faculty have priority for voluntary overload teaching assignments.

Sample Items

1. "Class overloads during any term are not authorized and will not be assigned."

2. "A full-time professional staff member shall be allowed to teach no more than a three (3) credit hour overload per academic year. Such overload shall be assigned only upon the request of the Dean of the College and with the approval of the Division Chairman and the full-time professional staff member involved."

ACADEMIC FREEDOM

Main Considerations

1. Freedom to:

   A. Examine data.

   B. Teach one's area(s) of competence.

   C. Question assumptions.

   D. Be guided by evidence.

   E. Be a scholar

F. Report the truth as he sees it in the classroom, in research and in writing.

G. Teach in an atmosphere of free intellectual inquiry.

2. Freedom from:

A. Unwarranted harassment.

B. Political intervention.

C. Institutional constraints when speaking or writing as a citizen.

D. Any and all forms of electronic listening and/or recording devices except with his consent.

3. A faculty obligation to:

A. Distinguish between personal convictions and proven conclusions.

B. Present relevant data fairly.

C. Defend the freedom of peers and students.

D. Refrain from introducing material foreign to his subject, controversial or not.

E. Make clear when he is speaking or writing extramurally and not as a member or the institution.

F. Be accurate.

G. Show respect for the opinions of others.

H. Refrain from using his freedom to conduct research for monetary gain without prior Presidential consent.

I. Maintain his academic competence.

4. An administration obligation:

A. Protect the faculty from inappropriate pressure and harassment.

B. Clarify in advance of employment any and all prior constraints on academic freedom, if any.

C. Protect and encourage the search for truth.

As a preface to the conditions of academic freedom, a number of contracts contain a set of introductory beliefs:

A. "in a world of rapid change and crises."

B. "an open intellectual forum."

C. "positive values emanating from a free exchange of ideas."

D. "education is conducted for the common good."

E. "essential to the free speech for truth and its exposition."

Sample Items

1. So many bargaining units, AAUP and others, incorporate all or part of the AAUP Statement on Academic Freedom that we reproduced it here.

"The teacher is entitled to full freedom in research and in the publication of the results, subject to adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

"The teacher is entitled to freedom in the classroom in discussing his subject, but he sould be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations on academic freedom because of religion or other aims of the institutions should be clearly stated in writing at the time of the appointment.

"The college or university teacher is a citizen, a member of a learned profession and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence,

he should be at all times accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman."

TENURE

Main Considerations

1. Minimum period of waiting varies from one (1) to six (6) years from the initial professional appointment.

2. Usually a faculty committee appointed to consider members eligible for tenure.

3. President recommends and Board of Trustees grants tenure.

4. Faculty members eligible for but not granted tenure during the final probationary year must be informed in writing by the President of the reason for the action.

5. Qualified nonteaching faculty may/may not be tenured in an academic department.

6. It may be stated that "the status of tenure is not related to a specific position."

7. Tenure criteria may be listed:

   A. Demonstrated teaching ability.

   B. Maintenance of high academic standards.

   C. Evidence of continuing study and/or research.

   D. Service.

8. Some contracts indicate tenure terminates at age 65, unless employment terminates earlier.

9. Some appointment ranks do not carry tenure possibility, and time in such ranks does not count toward tenure. In other ranks not carrying tenure, time in grade may count toward tenure.

10. Some contracts call for automatic tenure when an appointment is to the associate professor or professor rank, while other contracts specify rank and tenure independent of each other.

11. A tenured professor who is terminated for economic or program reasons receives his salary for the remainder of that (semester/quarter), and often for the following (semester/quarter), regardless of any services rendered during that time.

12. Duly authorized leaves do not jeopardize tenure.

NON-REAPPOINTMENT

Main Considerations

1. When the administration complies with all the provisions of employment and probation, a notice of non-reappointment may not be subject to grievance procedures.

2. Failure to comply with provisions of employment and probation permits the faculty member to employ the Agreement's grievance procedures.

3. Conditions for non-reappointment may be spelled out: lack of funds, failure to comply with contract provisions, failure to complete a degree in the required period, etc.

4. If non-reappointment solely for economic reasons, faculty member may have right of:

   A. Relocation to a position in another department for which he is qualified.

   B. Preference in rehiring to the first available position in the department.

   C. No person may be hired to fill the vacated position for _____ years.

5. May indicate at which administrative level non-reappointment procedures commence (department chairman, dean.)

6. The person affected by non-reappointment must receive personal notice _____ days before the central administration is notified.

7. Termination may occur in the event of program retrenchment. In such cases, senority rights generally prevail, and terminated faculty get first re-activation rights.

APPOINTMENT

Main Considerations

1. Legal authority to appoint usually designated as the Board of Trustees.

2. Some contracts indicate that the Trustees act on the recommendations of the President.

3. Designation of recommendation point of origin (department chairman, division chairman.)

4. Some contracts require a qualifications review committee to pass on all applications, and committee composition.

5. Transmittal route may be indicated (through department chairman to dean.)

6. Initial appointment duration usually indicated (one to three years, and initial appointment probationary.)

7. Appointments may indicate: effective date, salary, rank, department in which appointee is expected to work or teach, special conditions of appointment.

8. Some Agreements spell out criteria for each rank. Contracts differentiate on the extent to which the following items are required for each professional rank:

   A. Minimum number of graduate credit hours.

   B. Degree requirement in relevant field.

   C. Number of years of teaching experience (1) undergraduate, (2) graduate.

   D. Number of years of work experience, if to be considered a substitute for teaching experience.

   E. Evidence of scholarly productivity.

   F. All teaching experience, credits and degrees in/from accrediated institution, only.

   G. Appointment to rank requiring a degree may permit hiring if the person is making steady progress toward the degree, or must complete it by a given date.

H. Many contracts indicate that the President may appoint to any rank an individual of outstanding achievement regardless of the rank requirements. Faculty consent may/may not be required.

9. Appointment to administrative positions generally "determined in accordance with the functions to be fulfilled."

10. Temporary appointments are designated for a specific job or task and may be terminated at any time. Usually a requirement that the administration fully explain the terms of employment.

11. Term appointments are for a specific time period, generally for one year. Appointments automatically expire at the agreed termination date, unless renegotiated.

12. Continuing appointments are generally tenured appointments and continue indefinitely.

REAPPOINTMENT

Main Considerations

1. Date on which reappointment becomes automatic if no notification to contrary.

2. Reappointment the right of the Board of Trustees.

3. Decision to reappoint with/without tenure must be in writing to the person affected.

DISMISSAL

Main Considerations

1. Dismissal may occur when all forms of leave exhausted after incapacitation.

2. Dismissal may occur "for reasons of incompetence, immorality, neglect of duty, conviction of a felony, or insubordination to an official of the College acting in his official capacity."

3. Notification must be in writing by the President to the faculty members association and may be by registered mail.

4. A probationary teacher must be notified in writing not later than _____ preceding the end of the first contract year, and not later than _____ of a suceeding contract year. First year notices often about March 1; other years usually by January 1.

5. Dismissal procedures may require a written evaluation of the instructor's performance and a time period in which to make corrections.

6. A faculty member may be suspended for a period of investigation.

7. A faculty member given notice of dismissal may have the right to confront the President and/or Board of Trustees.

8. Some contracts permit dismissal cases to be subject to grievance procedures, most do not.

9. Time limits may be set on dismissal procedure (number of days original notice, number of days for an appeal, number of days for a response to an appeal.)

10. Suspension takes place upon notice and is final often _____ days unless adjudicated with specific time changes.

TABLE 4-1

ACADEMIC ITEMS
BY BARGAINING UNIT

Items	NEA			AFT			AAUP			IND			TOTAL		
	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢
Appointment/Reappointment	18	58	40	12	33	21	1	3	2	5	7	2	36	101	65
Overload	7	41	34	4	21	17	0	1	1	1	4	3	12	67	55
Non-Teaching Responsibilities	15	49	34	14	30	16	1	1	0	3	6	3	33	86	53
Teaching Load	19	51	32	16	29	13	1	2	1	5	7	2	41	89	48
Non-Reappointment/Dismissal	16	49	33	12	30	18	1	0	-1	3	1	-2	32	80	48
Evening and Summer Load	13	42	29	7	20	13	1	0	-1	2	5	3	23	67	44
Academic Freedom	11	37	26	12	25	13	2	2	0	3	3	0	28	67	39
Faculty Responsibilities	10	31	21	5	11	6	0	0	0	1	3	2	16	45	29
Faculty Rights	14	38	24	8	10	2	1	1	0	3	2	-1	26	51	25
Classroom Environment*	0	14	14	0	8	8	0	1	1	0	0	0	0	23	23
Class Size	12	22	10	13	18	5	0	1	1	2	2	0	26	43	17
Tenure	10	17	7	10	18	8	1	2	1	3	3	0	23	40	17
Professional Standards Committee	1	9	8	0	5	5	0	0	0	1	1	0	2	15	13
Innovations in Instruction*	0	4	4	0	7	7	0	1	1	0	0	0	0	12	12
Substitute Teacher*	0	4	4	0	4	4	0	0	0	0	2	2	0	10	10
Certification*	0	3	3	0	2	2	0	0	0	0	0	0	0	5	5
NEA Code of Ethics*	0	5	5	0	0	0	0	0	0	0	0	0	0	5	5
Commitment to Quality*	0	2	2	0	0	0	0	1	1	0	0	0	0	3	3
Distinguished Professor*	0	2	2	0	0	0	0	1	1	0	0	0	0	3	3
Special Programs*	0	2	2	0	1	1	0	0	0	0	0	0	0	3	3
Administrators Who Teach*	0	1	1	0	1	1	0	0	0	0	0	0	0	2	2
Community Education*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Grading Procedures*	0	0	0	0	1	1	0	0	0	0	0	0	0	1	1
Instructional Strategies*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Rank Reclassification Study*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Study of P.E. Workload*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 4-2

ACADEMIC ITEMS
BY INSTITUTIONAL LEVEL

Items	UNIV	COL	COMM COL	TOTAL	CC AS PERCENT OF TOTAL
Appointment/Reappointment	11	8	82	101	81
Overload	2	5	60	67	90
Non-Teaching Responsibilities	5	7	74	86	86
Teaching Load	6	6	77	89	87
Non-Reappointment/Dismissal	6	6	68	80	85
Evening and Summer Load	1	6	60	67	90
Academic Freedom	10	4	53	67	79
Faculty Responsibilities	0	2	43	45	96
Faculty Rights	2	2	47	51	92
Classroom Environment*	0	0	23	23	100
Class Size	0	4	39	43	91
Tenure	5	5	30	40	75
Professional Standards Committee	0	1	14	15	93
Innovations in Instruction*	0	1	11	12	92
Substitute Teacher*	0	0	10	10	100
Certification*	0	0	5	5	100
NEA Code of Ethics*	0	0	5	5	100
Commitment to Quality*	0	0	3	3	100
Distinguished Professor*	2	0	1	3	33
Special Programs*	0	0	3	3	100
Administrators Who Teach*	1	0	1	2	50
Community Education*	0	0	1	1	100
Grading Procedures*	0	0	1	1	100
Instructional Strategies*	0	0	1	1	100
Rank Reclassification Study*	0	0	1	1	100
Study of P.E. Workload*	0	0	1	1	100

* New item in 1972 contracts analyzed

TABLE 4-3

ACADEMIC ITEMS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

	NEA			AFT		
	Items as a Percent of Number of Contracts			Items as a Percent of Number of Contracts		
Items	1971	1972+	G/L=	1971	1972+	G/L=
Appointment/Reappointment	86	100	+14	67	100	+33
Overload	33	71	+38	22	64	+42
Non-Teaching Responsibilities	71	84	+13	78	91	+13
Teaching Load	90	88	- 2	89	88	- 1
Non-Reappointment/Dismissal	76	84	+ 8	67	91	+24
Evening and Summer Load	62	72	+10	39	61	+22
Academic Freedom	52	64	+12	67	76	+ 9
Faculty Responsibilities	48	53	+ 5	28	33	+ 5
Faculty Rights	67	66	- 1	44	30	-14
Classroom Environment*	0	24	+24	0	24	+24
Class Size	57	38	-19	72	55	-17
Tenure	48	29	-19	56	55	- 1
Professional Standards Committee	5	16	+11	0	15	+15
Innovations in Instruction*	0	7	+ 7	0	21	+21
Substitute Teacher*	0	7	+ 7	0	12	+12
Certification*	0	5	+ 5	0	6	+ 6
NEA Code of Ethics*	0	9	+ 9	0	0	0
Commitment to Quality*	0	3	+ 3	0	0	0
Distinguished Professor*	0	3	+ 3	0	0	0
Special Programs*	0	3	+ 3	0	3	+ 3
Administrators Who Teach*	0	2	+ 2	0	3	+ 3
Community Education*	0	2	+ 2	0	0	0
Grading Procedures*	0	0	0	0	3	+ 3
Instructional Strategies*	0	2	+ 2	0	0	0
Rank Classification Study*	0	2	+ 2	0	0	0
Study of P.E. Workload	0	2	+ 2	0	0	0

* New item in 1972 contracts analyzed

+ Includes all new contracts plus multiple year contracts valid in 1972

= Gain/Loss

CHAPTER 5

LEAVE BENEFITS

PROFESSIONAL

Main Considerations

1. Permanent employees may be given one year professional leave.
2. Second year may/may not be granted.
3. Granted at sole discretion of President.
4. Written request with not less than _____ months lead time.
5. Costs of all institutional benefits assumed by faculty member. Payments made to the institution quarterly.
6. Costs of all institutional benefits assumed by the institution during a professional leave.
7. Institution must notify the faculty member of leave expiration 90 days prior to expiration date.
8. List of criterion for leave to be considered professional (e.g., related to teaching field; increase knowledge, skills; update knowledge in field of rapid change; improve teaching methods).
9. Process of arrangement for replacement teachers.

SABBATICAL

Main Considerations

1. Quota on percentage of total number of faculty covered by the Agreement in any one year eligible (2 percent of faculty, funds available, one leave for every twenty-five faculty).
2. Rationale for sabbatical leave policy (increases person's value to the institution; prior successful service; length of service at institution).

3. Types of sabbatical leaves (planned study, planned travel related to planned study, research, formal education.)

4. Eligibility is usually six or seven years of consecutive service within the institution (need to define what constitutes consecutive service; e.g., does leave of absence interrupt consecutive service?)

5. Rate of compensation during sabbatical leave (usually one year at half salary, one-half year at full salary.)

6. During sabbatical leave employees may/may not accept fellowships, grants-in-aid, etc.

7. Application process, steps in.

8. Approval process, steps in.

9. President final authority to grant or deny leave.

10. Filing of detailed plan of study, etc. to be undertaken during sabbatical.

11. Termination if sabbatical plan discontinued and employee must make repayment of all funds.

12. President required to provide adequate substitute personnel for persons on sabbatical.

13. Sabbatical leave does not affect normal salary adjustments.

14. Maximum age after which sabbatical leave will not be granted.

15. Members on sabbatical leave retain all fringe benefits, seniority rights and privileges of resident faculty.

16. Obligation to return from sabbatical leave for at least (1-2) year(s) or repay total sum of money paid during the sabbatical leave, including the costs of all fringe benefits.

17. Closing date after which no more applications for leave will be accepted.

18. Written report required at conclusion of leave.

19. Minimum number of years between sabbaticals (usually six).

20. Automatic reinstatement of faculty member at termination of leave.

21. Submission of transcripts of work taken if sabbatical for formal study.

22. Selection of faculty for sabbatical leave to be by faculty committee.

23. AAUP 1968 statement on leaves used as final choice guidelines.

24. Maximum length of sabbatical l· sually one year.)

25. If leave denied, instructor must receive written explanation from President.

SICK

Main Considerations

1. Rate of accrual of sick leave days (usually 1-2 days per month of contract service).

2. Maximum number of days accumulation (range from zero to unlimited, but usually 120 to 150).

3. Eligibility to accrue sick leave (be on full pay status at least 50 percent of working days of the calendar month).

4. Reasons for granting sick leave: incapacitated by reason of:

   A. Sickness or injury, personal.

   B. Serious sickness or injury, immediate family.

   C. Quarantine regulations.

   D. Medical or dental visits.

5. Limitation on number of sick leave days taken for family illness or accident.

6. Pregnancy not justification for sick leave.

7. Procedures for notifying department head.

8. Verification and proof of illness

   A. Appointing authority may require as it deems necessary.

9. Penalty for failure to provide required verification or proof.

10. College maintains and makes available sick leave records.

11. Absences of less than half-day not chargeable to sick leave.

12. Disciplinary action may be taken for abuse of sick leave.

13. Physician's order required if full-time employee to work part-time while recovering from illness or accident. Limitations on number of months for full-time employees to work part-time after sickness.

14. Full-time employees working part-time after illness have salary pro rated.

15. When sick leave benefits exhausted and employee unable to resume work, leave may be extended, but for a specified time period (usually one (1) year) with/without pay.

16. All sick leave at full pay.

17. Temporary employees not eligible for sick leave.

18. Limitations on number of sick leave days transferred from previous educational employment.

19. Sick leave may be used before accumulated.

20. Unearned sick leave used before earned will be deducted from pay in case of employment termination.

21. Persons on sick leave cannot contribute toward salary of the substitute teacher during their absence.

22. College-appointed physician must consent before faculty member may return from extended sick leave.

23. All new employees obtain ten days of sick leave immediately.

24. Faculty members to receive annual accounting of sick leave.

25. At retirement after 20 years service a faculty member may receive a cash settlement equal to 20 percent of the unused sick leave.

26. The amount of money received from other forms of compensation related to sickness or injury shall be deducted from sick leave pay.

27. Part-time faculty entitled to sick leave benefits on a pro rated basis.

Sample Items

1. Sick Leave Bank. "A sick leave bank is established for use by bargaining unit members in their fifth (5th) year or less. Two (2) sick leave days shall be deducted from the grant of sick leave granted to bargaining unit members in their fifth (5th) year of service or less. If any of these bargaining unit members should exhaust their grant of sick leave, he may draw pursuant to rules for allocation developed by the sick leave committee from the sick-leave bank sick-leave days and use them as though they were his own sick-leave days.

   A sick-leave committee is established for the purpose of developing rules for the use of the sick-leave bank and rules for allocating the right to withdraw sick-leave days from the sick-leave bank. This committee shall be composed of two (2) members appointed by the District and two (2) members appointed by the Provost."

2. Involuntary sick leave. "A teacher may be requested to take involuntary leave when in the opinion of the College the teacher is no longer able physically and/or mentally to discharge his duties in a competent manner. In cases of leaves of absence for physical or mental disability, whether such leave was taken on a voluntary or involuntary basis, the College may require a physical or psychiatric examination by a physician in accordance with the provisions of Article IX, Section 3, of the Agreement. If, following such examination, it is determined that the teacher is able to resume his duties, the College shall notify the teacher to return to work on a certain date. If the teacher does not return on such date, the College shall no longer have any employment obligation to such teacher."

MATERNITY

Main Considerations

1. Leave mandatory.
2. No pay.
3. Accrued sick leave may/may not be used.
4. Specification of when leave must start after conception (from 4th month to "until the expected date of birth.")
5. Leave must not be less than six (6) months long.

6. President may allow start of leave after 7th month if in best interest of college.

7. Pregnant faculty member may continue teaching as long as a physician consents.

8. Pregnant faculty member may continue teaching as long as capable of performing teaching assignment.

9. Report pregnancy to President as soon as possible.

10. Maternity leave may continue for 1-3 years after birth of child.

11. Reinstatement requires physician's written consent.

12. Salary increments not granted during maternity leave.

13. Faculty member may continue insurance coverage by assuming full costs.

14. Failure to return to full-time employment within _____ year(s) after pregnancy constitutes voluntary termination.

15. Leave may be granted if faculty member adopts child.

16. Returns from a maternity leave at the beginning of a semester.

17. For maternity leave of longer than one year, the faculty member is entitled to the first position open in her former department.

NO-PAY

Main Considerations

1. Request filed by employee with his administrative head.

2. Application must state reasons for and duration of leave.

3. Final approval by employee committee.

4. Limitation on duration of non-pay leave (usually one year.)

5. Advances in salary schedule as if had not been gone.

6. No promotion in rank during no-pay leave.

7. Faculty member on no-pay leave retains but cannot accrue credit toward tenure or sabbatical leave.

8. No credit received for salary increments, seniority rights, sabbatical leave, or retirement rights when on no-pay leave.

9. If insurance and retirement benefits to be maintained during no-pay leave, faculty member must bear all the costs.

10. Minimum number of years of service before eligible (1-3).

11. No-pay leave may be granted as extension of another form of leave.

12. Reinstatement if position still exists.

13. Reinstatement contingent on sound mental and physcial health.

14. Replacement staff hired for duration of leave, by mutual consent of institution and replacement teacher.

BEREAVEMENT

Main Considerations

1. Maximum number of days allowable (from three (3) to Presidential discretion.)

2. Notification made to designated administrator.

3. Bereavement days not cumulative.

4. List member of family for whom bereavement leave possible.

5. Length of leave for death in immediate family at discretion of President.

6. One day leave for non-family death to attend funeral.

7. No loss of salary for any regular academic work days missed.

MILITARY, PEACE CORPS, VISTA

Main Considerations

1. Applies to full-time employees only.

2. Leave granted pursuant to Military Law.

3. Reinstatement within 90 days of discharge mandatory.

4. All benefits and salary adjustments, etc. that would have accrued if remained on the job must be granted.

5. Reinstatement contingent upon written request and physician's consent.

6. Reinstatement request must be made within 60 days of discharge.

7. Written request for military leave mandatory.

8. Provisions of policy apply to voluntary enlistment or conscription.

9. Voluntary re-enlistment, "bad conduct" or "dishonorable" discharge cancels reinstatement obligation of institution.

10. Substitute faculty hired only for duration of the leave.

11. Leave for involuntary service, call to civil disturbance or other emergency situation will be for the duration of such duty.

12. Service resulting from the usual two-week reserve duty shall be paid at a rate equal to the difference between military pay and institutional pay.

13. Board contributions to retirement system shall continue during period of military leave.

PERSONAL

Main Considerations

1. Limited number of days.

2. Non-cumulative.

3. Unused days cannot be liquidated for cash.

4. Matters of private nature (personal business, religious holidays, family affairs).

5. No formal justification needed, other than stating "personal business."

6. Limited to members of bargaining unit.

7. Unused personal leave added to employee's accumulated sick leave, but not beyond the maximum allowable sick leave accumulation.

8. Personal leave days may not be taken consecutively without consent of immediate supervisor.

9. Eligibility left to the presidential discretion.

10. Advance written notification except in an emergency.

11. May not be taken on days immediately preceding or immediately following holidays or recess periods for the purpose of extending such periods.

12. Temporary substitute provided, if necessary.

13. Approved personal leave shall not result in loss of pay.

14. Faculty member shall make provision for coverage of his classes.

COURT REQUIRED

Sample Items

1. "An employee covered under this agreement shall be excused from work if he is supeoned as a witness by anybody empowered by law to compel attendance by supeona. An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay."

2. "Any faculty member scheduled for jury duty or who is required to appear in any court or before any administrative agency of the Federal, State, or local government shall be excused from class attendance and other duties for such appearances and duty without loss of pay."

3. "_____the Board [is] obligated to pay difference between teacher's pay and jury duty fee only if teacher cooperates with administration in seeking to be excused from such service."

4. "The teacher shall perform his college-related duties whenever practicable during such period of service."

5. "Renumeration received for jury duty shall be reimbursed to the college."

MISCELLANEOUS LEAVE ITEMS

Main Considerations

1. To hold a political job.
2. To fill a professional association office.
3. If President shuts down college, no loss of pay, sick leave or personal leave.
4. To teach in a foreign country or military school.
5. Involuntary for mental causes not falling under sick leave.
6. To care for ill member of immediate family.
7. When required to take mental or physical exam.
8. Termination of institutional employment if faculty member fails to return from leave on time.
9. Administration will respond in writing to all leave requests (except sabbatical) within thrity days.
10. Industrial leave to acquire knowledge by employment.
11. "If a teacher is finally adjudged guilty of a criminal charge or his judgment entered against him in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave."
12. Faculty members charged with a leave will receive written notification to that effect.
13. All such leaves of absence shall be without pay.

TABLE 5-1

LEAVE BENEFITS
BY BARGAINING UNIT

Items	NEA			AFT			AAUP			IND			TOTAL		
	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢
Sick	19	56	37	14	27	15	1	1	0	3	4	1	37	88	51
Sabbatical	18	49	31	13	26	14	1	2	1	2	5	3	24	82	48
Maternity	13	40	27	13	24	11	1	2	1	2	2	0	29	68	39
No-Pay	16	42	26	10	17	7	0	1	1	2	4	2	28	64	36
Personal	11	36	25	11	18	7	0	1	1	1	3	2	23	58	35
Bereavement	6	28	22	5	14	9	0	1	1	2	3	1	13	46	33
Professional	8	31	23	7	16	9	1	1	0	1	2	1	17	50	33
Military, VISTA, Peace Corps	11	30	19	10	19	9	0	1	1	2	2	0	23	52	29
Court Required	13	29	16	10	17	7	0	1	1	1	2	1	24	49	25
Annual	3	11	8	0	1	1	0	0	0	0	1	1	3	13	10
Exchange Teaching	8	17	9	4	4	0	0	1	1	1	1	0	13	23	10
C. B. Organization	5	10	5	7	10	3	0	0	0	1	1	0	13	21	8
Special	2	5	3	1	5	4	0	0	0	0	1	1	3	11	8
Civic	4	8	4	3	4	1	0	0	0	1	1	0	8	13	5
Emergency	3	8	5	1	1	0	0	0	0	0	0	0	4	9	5
Graduation	1	3	2	0	1	1	0	0	0	0	0	0	1	4	3
Marriage	1	3	2	1	1	0	0	0	0	0	0	0	2	4	2
Religious	0	2	2	1	0	-1	0	1	1	0	0	0	1	3	2
Adoption*	0	1	1	0	0	0	0	1	1	0	0	0	0	2	2
Industrial	1	1	0	3	3	0	0	1	1	0	0	0	4	5	1
Catastrophe*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Income Tax Investigation*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Research	1	1	0	1	1	0	0	0	0	0	0	0	2	2	0

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 5-2

LEAVE BENEFITS
BY INSTITUTIONAL LEVEL

Item	UNIV	COL	COMM COL	TOTAL	CC AS PERCENT OF TOTAL
Sick	5	2	81	88	92
Sabbatical	10	0	72	82	88
Maternity	3	2	63	68	93
No-Pay	2	2	60	64	94
Personal	1	1	56	58	97
Bereavement	2	2	43	47	91
Professional	1	3	46	50	92
Military, VISTA, Peace Corps	1	2	49	52	94
Court Required	4	2	43	49	88
Annual	3	0	10	13	77
Exchange Teaching	1	1	21	23	91
C. B. Organization	1	1	19	21	90
Special	0	4	7	11	67
Civic	0	1	12	13	92
Emergency	1	0	8	9	89
Graduation	0	0	4	4	100
Marriage	0	0	4	4	100
Religious	0	0	3	3	100
Adoption*	0	0	2	2	100
Industrial	0	0	5	5	100
Catastrophe*	0	0	1	1	100
Income Tax Investigation*	0	0	1	1	100
Research	1	0	2	3	67

* New item in 1972 contracts analyzed

TABLE 5-3

LEAVE BENEFITS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

Items	NEA Item as a Percent of Number or Contracts			AFT Item as a Percent of Number of Contracts		
	1971	1972+	G/L=	1971	1972+	G/L=
Sick	90	97	+ 7	78	82	+ 4
Sabbatical	86	84	- 2	72	79	+ 7
Maternity	62	69	+ 7	72	73	+ 1
No-Pay	76	72	- 4	56	52	- 4
Personal	52	62	+10	61	55	- 6
Bereavement	29	48	+19	28	42	+14
Professional	38	53	+15	39	48	+ 9
Military, VISTA, Peace Corps	52	52	0	56	52	- 4
Court Required	62	50	-12	56	52	- 4
Annual	14	19	+ 5	0	3	+ 3
Exchange Teaching	38	29	- 9	22	12	-10
C. B. Organization	24	17	- 7	39	30	- 9
Special	10	5	- 5	6	9	+ 3
Civic	19	14	- 5	17	12	- 5
Emergency	14	14	0	6	3	- 3
Graduation	5	5	0	0	3	+ 3
Marriage	5	5	0	6	3	- 3
Religious	0	3	+ 3	6	0	- 6
Adoption*	0	2	+ 2	0	0	0
Industrial	5	2	- 3	17	9	- 8
Catastrophe*	0	2	+ 2	0	0	0
Income Tax Investigation*	0	2	+ 2	0	0	0
Research	5	2	- 3	6	3	- 3

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
= Gain/Loss

CHAPTER 6

INSURANCE BENEFIT

DISABILITY INSURANCE

Main Considerations

1. Percentage of monthly salary payable during disability (50-100 percent).

2. Maximum age to which disability payments will be made (usually 65).

3. Waiting period (zero days to 6 months) or after specified amount of sick leave used.

4. Less than full-time faculty members receive pro rata benefits except that for less than (3/5, 1/2) time employees receive no benefits.

5. Coverage terminates when employment ends, voluntary or by dismissal.

6. Short-term disability not to exceed _____ weeks (usually 26).

7. Full salary during short term disability.

8. Generally there is a statement identifying the insurance plan by title and number.

9. Insurance valid while on authorized institutional business.

10. Long-term disability for total disability only.

11. Cost to faculty member varies from nothing to 50 percent.

12. In the event the disability is covered by more than one agency, the Board shall pay the difference between the disability cost and the amount paid by other agencies.

HOSPITAL/SURGICAL

Main Considerations

1. Specification of a medical service (Blue Cross, Blue Shield).
2. Statement of sum to be paid by the Board.
3. Statement of riders attachable to the basic plan and who pays the costs.
4. Coverage terminates at the end of a faculty member's employment, voluntary or by dismissal.
5. $_____ dollars per claim deductable.
6. Coverage varies from faculty member only to spouse and dependents.
7. All costs may be paid by the Board or faculty member may have to pay for dependents through payroll deduction.
8. No hospitalization paid to spouse who has equivalent coverage through outside employment.

MAJOR MEDICAL

Main Considerations

1. Coverage begins either with first day of employment or by indicating an exact month and day.
2. Coverage terminates at the end of a faculty member's employment, voluntary or dismissal.
3. Maximum coverage available given in dollar amounts.
4. Benefits are generally only referred to by stating the title and policy number of the plan.
5. Specification of when faculty member becomes eligible.
6. Premium payment varies from full institutional pay to pro rata to a dollar limit the Board will pay per person for premium.
7. Death examinations may be required at no cost to the faculty member, spouse or dependent.

8. For faculty members who prefer a local health plan in place of the institutional plan, the institution will pay a sum equal to its own plan costs.

TAX SHELTER ANNUITY

Main Considerations

1. "A tax shelter annuity program shall be available for purchase by faculty members through payroll deductions."

2. "The Board will approve tax sheltered annuities with acceptable companies and will handle the necessary bookkeeping for the program. Staff members interested in this benefit should contact the dean of business services for additional information. Tax sheltered programs must be 100% tax sheltered and are not to include non-tax sheltered insurance as a part of the program."

3. Where specific tax shelter plans are included in a contract, the statement usually includes:

   A. The exact title of the plan.

   B. The exact sections, if less than the full plan.

      1. Who is eligible for the plan.
      2. When eligibility begins.
      3. Whether or not an annuity plan (e.g., TIAA) is transferrable.
      4. Whether or not joining the plan is mandatory.
      5. The percentage of the employee's base salary contribution.
      6. Board does not contribute if faculty member does not contribute.
      7. Board need contribute only to one program.

TRAVEL

Main Considerations

1. Coverage while traveling:

   A. On authorized institutional business away from campus.

   B. On approved leave.

   C. On vacation.

D. To and from campus.

E. To and from professional meetings.

2. Amount of coverage:

A. Usually $100,000.

B. In excess of $100,000, if approved by State Board.

C. $100,000 to age 70
$ 25,000 after age 70.

INCOME PROTECTION

Main Considerations

1. Guarantee of income continuance in event of sickness, accident or long-term disability.

2. Specification of rate of pay (50-100 percent).

3. Length of time insurance plan, when used, remains in effect (usually 65 years old).

4. How soon insurance becomes effective after illness/accident (30-80 days; after sick leave runs out).

5. Maximum per month benefit.

6. Pay pension accrual benefits of no less than _____ percent of the member's monthly salary.

LIFE

Main Considerations

1. Employer obligated to pay (all, 1/3, 1/2) of premiums.

2. Board will provide opportunity for each faculty member to join a group life insurance plan.

3. Pro rata premiums payments by board and faculty member.

4. Value of the insurance benefit (2,000, 25,000, 2 1/2 times current annual contract salaries to nearest 1,000).

5. Double indemnity for accidental death.

6. Additional insurance may be purchased at the same rates, but at the faculty member's expense.

7. Insurance subject to the rules and regulations of the (State) insurance board.

8. Insurance coverage may be maintained after termination at the individual's expense.

9. Term insurance.

10. Inclusion of policy title and number.

11. Life insurance may be made available to spouse and children. Amounts of insurance indicated.

LIABILITY

Main Considerations

1. Employer provides at his expense for each faculty member $_____ of comprehensive public liability insurance.

2. Liability insurance valid while faculty member performing his duties.

3. List of actions covered by liability (false arrest, liable, slander, right of privacy, malicious prosecution, wrongful entry or eviction, evasion of right of private occupancy).

MISCELLANEOUS INSURANCE ITEMS

Main Considerations

1. All insurance plans remain in effect when a faculty member is on all types of approved leave.

2. Institution retains the right to change insurance carrier(s).

3. Institution retains right to consolidate any or all plans

   A. Unless expressly forbidden by terms of the Agreement

   B. With the concurrence of the bargaining unit.

4. An individual faculty member may, upon employment, in writing waive participation in plans which cover all employees.

5. When institution pays less than full premium, faculty contributions deducted from pay check.

6. The institution agrees to maintain in effect all existing insurance and coverage.

TABLE 6-1

INSURANCE BENEFIT ITEMS
BY BARGAINING UNIT

Items	NEA			AFT			AAUP			IND			TOTAL		
	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢
Major Medical	3	39	36	4	23	19	1	1	0	2	6	4	10	69	59
Hospital/Surgical	12	46	34	10	25	15	1	2	1	4	6	2	27	79	52
Life	9	29	20	9	14	5	1	2	1	2	3	1	21	48	27
Tax Shelter*	0	11	11	0	8	8	0	0	0	0	0	0	0	19	19
Disability	4	16	12	2	4	2	1	1	0	2	4	2	9	25	16
Liability	6	16	10	4	5	1	0	1	1	2	2	0	12	24	12
Workmen's Compensation	2	8	6	3	6	3	0	0	0	2	2	0	7	16	9
Travel*	0	6	6	0	1	1	0	1	1	0	1	1	0	9	9
Income Protection*	0	6	6	0	2	2	0	0	0	0	0	0	0	8	8
Dental	2	3	1	2	7	5	0	0	0	1	1	0	5	11	6
Automobile	0	2	2	1	3	2	0	0	0	0	0	0	1	5	4
Legal*	0	2	2	0	2	2	0	0	0	0	0	0	0	4	4
Accidental Death	2	6	4	2	1	-1	0	0	0	1	1	0	5	8	3
Social Security*	0	1	1	0	1	1	0	0	0	0	1	1	0	3	3
Drugs*	0	1	1	0	1	1	0	0	0	0	0	0	0	2	2
Vision*	0	1	1	0	1	1	0	0	0	0	0	0	0	2	2
Homeowners*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Personal Effects*	0	0	0	0	0	0	0	0	0	0	1	1	0	1	1

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 6-2

INSURANCE BENEFIT ITEMS
BY INSTITUTIONAL LEVEL

Items	UNIV	COL	COMM COL	TOTAL	CC AS PERCENT OF TOTAL
Major Medical	3	3	62	68	91
Hospital/Surgical	3	4	72	79	91
Life	3	1	44	48	92
Tax Shelter*	1	1	17	19	89
Disability	3	2	20	25	80
Liability	1	0	23	24	96
Workmen's Compensation	0	0	16	16	100
Travel*	1	0	8	9	89
Income Protection*	0	0	8	8	100
Dental	1	1	9	11	82
Automobile	0	0	5	5	100
Legal*	0	0	8	8	100
Accidental Death	1	1	6	8	75
Social Security*	1	2	0	3	0
Drugs*	0	0	2	2	100
Vision*	0	0	2	2	100
Homeowners*	0	0	2	2	100
Personal Effects*	0	0	1	1	100

* New items in 1972 contracts analyzed

TABLE 6-3

INSURANCE BENEFIT ITEMS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

	NEA			AFT		
	Items as a Percent of Number of Contracts			Items as a Percent of Number of Contracts		
Item	1971	1972+	G/L=	1971	1972+	G/L=
Major Medical	14	67	+53	22	70	+48
Hospital/Surgical	57	79	+22	56	76	+20
Life	43	50	+ 7	50	42	- 8
Tax Shelter*	0	19	+19	0	24	+24
Disability	19	28	+ 9	11	12	+ 1
Liability	29	28	- 1	22	15	- 7
Workmen's Compensation	10	14	+ 4	17	18	+ 1
Travel*	0	10	+10	0	3	+ 3
Income Protection*	0	10	+10	0	6	+ 6
Dental	10	5	- 5	11	21	+10
Automobile	0	3	+ 3	6	9	+ 3
Legal*	0	3	+ 3	0	6	+ 6
Accidental Death	10	10	0	11	3	- 8
Social Security*	0	2	+ 2	0	3	+ 3
Drugs*	0	2	+ 2	0	3	+ 3
Vision*	0	2	+ 2	0	3	+ 3
Homeowners*	0	2	+ 2	0	0	0
Personal Effects*	0	0	0	0	0	0

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
= Gain/Loss

CHAPTER 7

COMPENSATION BENEFIT

SALARY

Main Considerations

1. Percent and/or flat amount pay increase.
2. Length of contract pay period.
3. Provision for twelve (12) months of pay or nine (9) or ten (10) month contracts.
4. Procedure for determining and paying longevity pay.
5. Statement detailing the process for distributing checks.
6. Procedure for payroll deductions.
7. Provision for faculty members who do not fit any existing salary schedule.
8. Procedure for determining credit for prior experience, including military.
9. Procedure for determining applicability of graduate credit over Master's degree.
10. Provision for salary of all full-time faculty members to be furnished to collective bargaining agent.
11. Minimum and maximum salary for each rank.
12. Provision for each faculty member to receive annual salary agreement by a fixed date.
13. Provision for each annual salary agreement to be signed and returned within _____ days or failure to return shall be considered voluntary termination of employment.
14. Procedure for alteration of merit funds.
15. Provision that all monies allocated for salary shall be expended for salaries.

16. Procedure for compensation for TV instruction.

17. Provision for cost of living increase.

18. Provision for check stubs to contain all itemized deductions.

19. Procedure for complying with wage-price freeze and for re-negotiating when revoked, or if salary increase is disallowed, immediately.

20. Provision for each faculty member to receive a copy of salary schedule.

21. Provision for a copy of salary schedule to be made available to all applicants for employment.

22. Procedure for payment for cancelled class due to failure of adequate students to enroll.

EXTRA DUTY COMPENSATION

Main Considerations

1. Types of extra duty compensation.

   A. Overload teaching.

   B. Overload preparations.

   C. Extension courses.

   D. Evening Courses for full-time pay instruction.

   E. Correspondence courses.

   F. Summer school courses for 9 or 10 month employees.

   G. Registration.

   H. Counseling.

   I. Substituting for absent colleague.

   J. Research.

   K. Curriculum studies.

L. New courses.

M. Each student over a set number (count to be determined at end of fourth (4) week of second semester).

2. Formula for payment can include one or more of the following variables:

A. Annual academic year salary.

B. Faculty rank.

C. Seniority.

D. Flat rate per contact hour.

E. Flat rate per semester hour of credit.

FEE REMISSION

Main Considerations

1. Provision for person eligible for tuition and/or fee remission.

A. Full-time contractual member.

B. Spouses of full-time faculty member.

C. Children (dependents) (dependents under 21) (natural and/or adopted children).

2. Provision for not counting anyone whose tuition and/or fees are remitted in determining minimum number of students necessary for a class to be conducted.

3. Separate provision for attending an institution other than where faculty member is employed.

4. Limitations on number of courses or credits that can be taken during a term or academic year.

5. Must meet entrance requirements for institution and course.

SALARY SCHEDULE

Main Considerations

1. One (1) to forty (40) separate salary schedules in a contract.
2. Provision for rank equilivancies.
3. No salary lower than previous year.
4. Movement up salary steps, in same rank, one advance per year.
5. Procedure for initial placement on schedule (rank, prior experience, etc.).
6. Procedure for determining years of experience.
7. Procedure for determining acceptable credit for graduate work.
8. Provision for special degrees (MSW, MFA, MBA, JD, LLB, BD).
9. Schedules have one (1) to eleven (11) levels.
10. Schedules have six (6) to twenty-nine (29) steps.

Sample Items

INITIAL PLACEMENT AND PROMOTION SCHEDULE

YEARS OF COMPLETED SERVICE	INSTRUCTOR	ASSISTANT PROFESSOR	ASSOCIATE PROFESSOR	PROFESSOR
0	8,640			
1				
2		9,780		
3				
4				
5			11,400	
6				
7				
8				
9				
10				14,700
11	14,514			
12				
13				
14		16,977		
15				
16				
17			19,440	
18				
19				
20				
21				
22				23,718

RETIREMENT

Main Considerations

1. Procedure for faculty member to select ONE retirement system when more than one is available. Usually choice of state retirement system or TIAA and CREF.

2. Retirement age and/or years experience for retirement.

3. Provision for social security in addition to retirement system chosen.

4. Procedure for determining when retirement age shall take effect for a particular faculty member.

5. Procedure for year to year extension of services upon administration and board approval.

6. Provisions for retirement service award.

7. Provisions for payment for unused sick leave.

8. Provisions for vestment.

TABLE 7-1

COMPENSATION BENEFIT ITEMS
BY BARGAINING UNIT

Items	NEA			AFT			AAUP			IND			TOTAL		
	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢
Extra Duty Compensation	11	45	34	9	24	15	1	2	1	3	7	4	24	78	54
Salary	21	56	35	18	33	15	2	3	1	5	6	1	46	98	52
Salary Schedule	21	55	34	18	32	14	2	2	0	5	5	0	46	94	48
Retirement	11	33	22	10	15	5	1	1	0	2	4	2	24	53	29
Tuition Remission: Faculty	10	25	15	6	12	6	1	1	0	2	4	2	19	42	23
Tuition Remission: Family	4	17	13	3	8	5	1	1	0	2	4	2	10	30	20
Cost of Physical Exam	2	12	10	1	4	3	0	0	0	0	1	1	3	17	14
Salary: Percent Increase	1	9	8	1	3	2	1	1	0	0	2	2	3	15	12
Outside Employment	1	11	10	1	4	3	1	0	-1	0	0	0	3	14	11
Termination Pay*	0	3	3	0	2	2	0	0	0	0	1	1	0	6	6
Cost of Living	1	2	1	1	2	1	0	0	0	0	2	2	2	6	4
Dues for Professional Organization*	0	2	2	0	1	1	0	0	0	0	1	1	0	4	4
Professional Awards/Merit Pay	2	3	1	1	1	0	1	1	0	0	1	1	4	6	2

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 7-2

COMPENSATION BENEFIT ITEMS
BY INSTITUTIONAL LEVEL

Items	UNIV	COL	COMM COL	TOTAL	CC AS PERCENT OF TOTAL
Extra Duty Compensation	4	3	71	78	92
Salary	10	5	83	98	85
Salary Schedule	8	5	81	94	86
Retirement	3	2	48	53	91
Tuition Remission: Faculty	5	2	35	42	83
Tuition Remission: Family	5	2	23	30	77
Cost of Physical Exam	0	1	16	17	94
Salary: Percent Increase	2	0	13	15	81
Outside Employment	0	1	14	15	93
Termination Pay*	0	0	6	6	100
Cost of Living	2	0	4	6	67
Dues for Professional Organization*	0	0	4	4	100
Professional Awards/Merit Pay	3	0	3	6	50

* New item in 1972 contracts analyzed

TABLE 7-3

CONPENSATION BENEFIT ITEMS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

	NEA			AFT		
	Items as a Percent of Number of Contracts			Items as a Percent of Number of Contracts		
Items	1971	1972+	G/L=	1971	1972+	G/L=
Extra Duty Compensation	52	78	+26	50	73	+23
Salary	100	97	- 3	100	100	0
Salary Schedule	100	95	- 5	100	97	- 3
Retirement	52	57	+ 5	56	45	-11
Tuition Remission: Faculty	48	43	- 5	33	37	+ 4
Tuition Remission: Family	19	29	+10	17	24	+ 7
Cost of Physical Exam	10	21	+11	6	12	+ 6
Salary: Percent Increase	5	16	+11	6	9	+ 3
Outside Employment	5	19	+14	6	12	+ 6
Termination Pay*	0	5	+ 5	0	6	+ 6
Cost of Living	5	3	- 2	6	6	0
Dues for Professional Organization*	0	3	+ 3	0	3	+ 3
Professional Awards/Merit Pay	10	3	- 5	6	3	- 3

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
= Gain/Loss

CHAPTER 8

WORKING CONDITIONS BENEFITS

PROFESSIONAL DEVELOPMENT FUND

Main Considerations

1. Dollar limitations on size of fund.
2. X dollars per full-time member of department.
3. Faculty reviews requests.
4. Recommendation from faculty must go to provost.
5. If provost rejects, must be in writing.
6. Professional Development Fund decisions are not subject to grievance procedures.
7. Specify legitimate types of development activities (e.g., conferences, graduate school course and travel expenses).
8. Termination date for application.
9. Applications to immediate supervisor.
10. Development activity directly related to work of faculty member.
11. Funds exclude all levels of administration.
12. Advance reimbursement.
13. Faculty members encouraged to develop and submit professional development plan.
14. Completion of plan requires salary adjustment.

MAINTENANCE OF BENEFITS, RIGHTS (PAST PRACTICES)

Sample Items

1. "Except as to those provisions to which the Board may from time to time add or amend, the Employer agrees to continue the policies of the Board that were in effect

prior to this Agreement except those which have been specifically abridged, terminated or modified by this Agreement."

2. "Agreement supercedes any existing rule, regulation or policy of Board that is contrary to or inconsistent with the Agreement."

FACULTY LOUNGE

Main Considerations

1. Exclusive use by faculty and their guests.
2. Maintained in each instructional building.
3. Separate restrooms for men and women.
4. Adequately and attractively furnished, comfortable and quiet.
5. Cleanly and properly maintained.
6. A campus faculty dining facility.
7. Lockable, keys to faculty.

HOLIDAYS

Main Considerations

1. Who is entitled to holidays.
2. Listing of exact holidays.
3. Compensatory time if work on holiday.
4. Rotate class schedules to minimize class disruptions.

FACULTY HANDBOOK

Main Considerations

1. Faculty participation in developing/revising handbook.
2. Specific excerpts of handbook either written into or referred to in contract.

3. Agreement specifically excludes all of handbook from Agreement.

4. Agreement specifically includes all of handbook in Agreement.

5. Distribution of handbook.

Sample Items

1. "Existing written policies concerning the academic staff as presently outlined in the Faculty handbook shall be incorporated into and considered part of this Agreement except as may be altered by this Agreement or future negotiations between the Board and the bargaining unit."

2. "Any 'Professional Staff Handbook' is considered not to apply to those rights, benefits and responsibilities between the bargaining unit and the 'Board.'"

3. "It is expressly understood and agreed that the College, may if it so decides, issue a Faculty Handbook containing other pertinent information but such information shall not become a part of this Agreement unless negotiated as indicated above."

CLERICAL ASSISTANCE

Main Considerations

1. Ratio of clerks/secretaries to faculty members.

2. Specification of duties.

3. Administrator of unit assigns priority to faculty secretarial request items.

4. Lead time required to schedule work.

5. No personal work for faculty members.

6. Clerical expenses of bargaining unit representative borne by Board.

7. No clerical expenses of bargaining unit paid for by Board.

8. Secretarial service on equitable basis for all faculty members.

9. Secretarial services centrally located for maximum faculty availability.

10. Secretarial pool available to faculty members.

PARKING FACILITIES

Main Considerations

1. Conveniently located, lighted, maintained and patrolled.

2. Separate facilities for faculty.

3. No cost to faculty.

4. Space for all faculty members.

5. Special facilities for handicapped (Faculty/Students).

6. Same privileges for faculty as administration.

7. If parking decals required, provided free.

8. Committee to chart parking problems and make recommendations. Faculty representative on committee.

9. Facilities provided when possible.

10. Campus security officers can't repremand faculty except through designated administrator.

11. Park only one family vehicle at a time in institutional lots.

FACULTY OFFICE

Main Considerations

1. Specification of number of faculty to an office (usually not more than two).

2. Specification of furniture and equipment (e.g., desk, chair, etc.).

3. Specification of minimum square footage for office.

4. Lockable space.

5. Space available subject to budgetary considerations.

6. Hours of access to office area.

7. Heating, cooling and ventilation.

TRAVEL

Main Considerations

1. Specification of those eligible to travel (by titles).

2. Approved types of travel.

3. Authorization process.

4. Specification of allowable expenses.

5. Expense reporting process.

6. Mileage reimbursement rates.

7. No mileage reimbursement if official car available and faculty member uses private car.

8. Flat fee per fiscal year rather than mileage reimbursement.

9. Frequency of travel.

10. Insurance prerequisite for official traveling.

11. Not required to transport students in private car.

12. Repair work.

13. Maximum per diem reimbursement.

JOB POSTING

Main Considerations

1. Formal process for posting.

2. Minimum number of days notice before closing applications.

3. Unsuccessful applicants notified in writing before general announcement.

4. Application for another position does not affect adversely present position.

5. Board retains final hiring decision.

6. Post job qualifications and salary range.

7. Copies sent to negotiation unit representative.

8. Vacancies during summer announced in pay check envelopes or by direct letter to all unit members.

9. Written application.

10. Unsuccessful applicants have right of review of qualifications.

11. Administration has right to select and interview outside applications for new viewpoints, personalities or competencies.

12. All other things being equal, senority given preference, but senority not sole criterion.

13. During the year the President may fill vacancies temporarily, but position becomes vacant at end of year.

14. Faculty committee may review application.

15. Bargaining unit to be present on interview committee or process.

TABLE 8-1

WORKING CONDITIONS BENEFITS
BY BARGAINING UNIT

Items	NEA			AFT			AAUP			IND			TOTAL		
	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢
Job Posting*	0	29	29	0	9	9	0	1	1	0	2	2	0	41	41
Faculty Office*	0	22	22	0	15	15	0	0	0	0	1	1	0	38	38
Maintenance of Benefits Rights*	0	20	20	0	8	8	0	0	0	0	0	0	0	28	28
Holidays*	0	15	15	0	5	5	0	0	0	0	2	2	0	22	22
Faculty Lounge*	0	11	11	0	8	8	0	0	0	0	1	1	0	20	20
Professional Development Fund*	0	10	10	0	6	6	0	0	0	0	3	3	0	19	19
Faculty Handbook*	0	15	15	0	3	3	0	1	1	0	0	0	0	19	19
Parking Facilities	3	14	11	5	10	5	1	1	0	0	2	2	9	27	18
Travel	11	25	14	5	10	5	1	0	-1	3	3	0	20	38	18
Clerical Assistance	4	15	11	5	7	2	1	1	0	2	2	0	12	25	13
Substitute Teachers*	0	4	4	0	4	4	0	0	0	0	2	2	0	10	10
Faculty Dining Room*	0	3	3	0	3	3	0	1	1	0	1	1	0	8	8
Safety and Health	1	7	6	4	5	1	1	0	-1	0	0	0	6	12	6
Medical Services Available*	0	4	4	0	0	0	0	0	0	0	0	0	0	4	4
Faculty Research Support*	0	3	3	0	0	0	0	0	0	0	0	0	0	3	3
Funds for Professional Publications*	0	2	2	0	0	0	0	0	0	0	1	1	0	3	3
Computer Service for Faculty*	0	2	2	0	0	0	0	0	0	0	0	0	0	2	2
Faculty Absence*	0	1	1	0	1	1	0	0	0	0	0	0	0	2	2
Academic Regalia*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Air Conditioning*	0	0	0	0	1	1	0	0	0	0	0	0	0	1	1
Assistance Instructor*	0	0	0	0	0	0	0	0	0	0	1	1	0	1	1
Day Care Center*	0	0	0	0	1	1	0	0	0	0	0	0	0	1	1
Night Watchman*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1
Assault on Instructor*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 8-2

WORKING CONDITIONS BENEFITS
BY INSTITUTIONAL LEVEL

Items	UNIV	COL	COMM COL	TOTAL	CC AS PERCENT OF TOTAL
Job Posting*	2	1	38	41	93
Travel	3	0	35	38	92
Faculty Office*	3	1	34	38	89
Maintenance of Benefits Rights*	0	0	28	28	100
Parking Facilities	3	2	22	27	81
Clerical Assistance	2	1	22	25	88
Holidays*	1	0	21	22	95
Faculty Lounge*	2	1	17	20	85
Faculty Handbook*	1	0	18	19	95
Professional Development Funds*	2	0	17	19	89
Safety and Health	0	0	12	12	100
Faculty Dining Room*	1	0	7	8	89
Substitute Teachers*	0	0	6	6	100
Medical Service Available*	1	0	3	4	75
Faculty Research Support*	1	0	2	3	67
Funds for Professional Publications*	0	0	3	3	100
Computer Service for Faculty*	0	0	2	2	100
Faculty Absence*	0	0	2	2	100
Academic Regalia*	0	0	1	1	100
Air Conditioning*	1	0	0	1	0
Assistance Instructor*	0	0	1	1	100
Day Care Center*	0	0	1	1	100
Night Watchman*	0	0	1	1	100
Assault on Instructor*	1	0	0	1	0

* New item in 1972 contracts analyzed

TABLE 8-3

WORKING CONDITIONS BENEFITS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

	NEA			AFT		
	Items as a Percent of Number of Contracts			Items as a Percent of Number of Contracts		
Items	1971	1972+	G/L=	1971	1972+	G/L=
Job Posting*	0	50	+50	0	27	+27
Faculty Office*	0	38	+38	0	45	+45
Maintenance of Benefits Rights*	0	34	+34	0	24	+24
Holidays*	0	26	+26	0	15	+15
Faculty Lounge*	0	19	+19	0	24	+24
Professional Development Funds*	0	17	+17	0	18	+18
Faculty Handbook*	0	26	+26	0	9	+ 9
Parking Facilities	14	24	+10	28	15	-13
Travel	52	43	- 9	28	15	-13
Clerical Assistance	19	26	+ 7	28	6	-22
Substitute Teachers*	0	7	+ 7	0	12	+12
Faculty Dining Room*	0	5	+ 5	0	9	+ 9
Safety and Health	5	12	+ 7	22	3	-19
Medical Services Available*	0	7	+ 7	0	0	0
Faculty Research Support*	0	5	+ 5	0	0	0
Funds for Professional Publications*	0	3	+ 3	0	0	0
Computer Service for Faculty*	0	3	+ 3	0	0	0
Faculty Absence*	0	2	+ 2	0	3	+ 3
Academic Regalia*	0	2	+ 2	0	0	0
Air Conditioning*	0	0	0	0	3	+ 3
Assistance with Instruction*	0	0	0	0	0	0
Day Care Center*	0	0	0	0	3	+ 3
Night Watchman*	0	2	+ 2	0	0	0
Assault on Instructor*	0	2	+ 2	0	0	0

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
= Gain/Loss

CHAPTER 9

GENERAL CONTRACT

DUES DEDUCTION CHECK OFF

Main Considerations

1. the [Association/Union] agrees to indemnify and hold the College harmless against any and all claims, suits, orders, or judgments brought or issued, against the College as a result of any action taken or not taken by the College under the provisions of this Section.

2. The Board has the obligation to deduct from each bargaining unit member's pay a monthly portion of the annual dues.

3. Except in an agency shop, the Board must receive written permission from the employee to deduct dues.

4. Permission to discontinue dues deductions must be in writing from the employee.

5. The [Association/Union] must provide an address to which deducted dues will be sent.

6. Frequently contracts read, the dues and a list of [Association/Union] members from whose pay the dues have been deducted, along with the amount from each, shall be forwarded to the [Association/Union] no later than seven (7) days after such deductions have been made.

7. Dues check off will not be extended to any organization other than . . . .

8. The [Association/Union] must notify the College as to the amount of dues to be deducted.

9. The College may/may not be responsible for the collection of initiation fees membership dues or special assessments.

10. Some contracts permit payment by cash or check from bargaining unit members in lieu of the check off system.

11. Disputes concerning deductions not settled by a conference between the College and the [Association/Union] shall be subject to the grievance procedures of the Agreement.

NO STRIKE-NO LOCK-OUT

Sample Items

"The Board and the Conference agree that disputes which may arise between them shall be settled without resort to strike or lock-out and that the requirements of the law in this regard will not be violated. The Board agrees it will not lock-out any or all of its employees during the term of this Agreement and the Conference agrees on behalf of its membership that there will be no strikes, slow-downs or interference with the normal operation of (Institution) during the term of this Agreement.

COLLECTIVE BARGAINING AGENT RIGHTS

Main Considerations

1. The bargaining unit agent frequently has the following rights:

   A. To appoint one or two official observers on College-wide standing and/or ad hoc committees.

   B. To meet periodically with the President to discuss items of mutual concern, other than grievances.

   C. To be placed on the Board's agenda to discuss matters subject to collective bargaining.

   D. To an office or desk space in a College building at no charge.

   E. To a bulletin board located in a place convenient for faculty viewing.

   F. To adequate College space to conduct official [Association/Union] meetings providing the space request does not interfere with the normal College operations, at no charge.

   G. To use office equipment subject to normal College procedures. Some contracts require bargaining unit to furnish own equipment.

   H. To a copy of the agenda and minutes of all Board meetings.

I. To scheduling consideration so that no official of the bargaining unit has official College obligations after _____o'clock on _____ day to transact official business. Some times stated that official business shall be conducted "at reasonable times."

J. To review any new or revised forms used to carry out the terms of the Agreement.

K. To annual financial reports, audits and budgets of the College.

L. To a reduced teaching load for the bargaining unit head with no loss of pay or full-time status. Some contracts permit a number of contact hours to be distributed by the bargaining unit.

M. To use the College mail service for official communication purposes.

N. To representation if a bargaining unit member is called to a disciplinary conference by an administrator.

O. To attend all official meetings of the Board.

P. To participate in any public hearing on the College budget.

2. But the [Association/Union] does not have the right to request any information not already available to the Board or to any information in a form not normally provided to the Board or the College administrations, nor to information at a time prior to its normal collection and distribution.

3. The areas of faculty salary, terms and conditions of employment are outside the jurisdiction of the academic senate.

4. None of these rights shall be granted to any other employee organization.

5. Except as provided in the Agreement, no faculty member may engage in [Association/Union] activities during the time of his official College obligations.

6. Meetings are to be scheduled to minimize loss of scheduled class time.

TABLE 9-1

GENERAL CONTRACT ITEMS
BY BARGAINING UNIT

Items	NEA			AFT			AAUP			IND			TOTAL		
	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢	1971	1972+	NC¢
C. B. Bulletin Board*	13	52	39	13	30	17	1	1	0	3	2	-1	30	85	55
Dues Deduction Check Off	0	31	31	0	23	23	0	1	1	0	2	2	0	57	57
C. B. Agent Rights	18	40	22	14	29	15	2	2	0	4	5	1	38	76	38
No Strike No Lock-Out	11	30	19	5	17	12	1	2	1	4	2	-2	21	51	30
Rights and Freedoms of Students	1	1	0	0	2	2	0	0	0	0	0	0	1	3	2
Student Personnel Services*	0	1	1	0	0	0	0	0	0	0	0	0	0	1	1

* New items in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
¢ Net change

TABLE 9-2

GENERAL CONTRACT ITEMS
BY INSTITUTIONAL LEVEL

Items	UNIV	COL	COMM COL	TOTAL	CC AS PERCENT OF TOTAL
C. B. Bulletin Board*	6	3	38	47	81
Dues Deduction Check Off	9	8	68	85	80
C. B. Agent Rights	9	6	61	76	80
No Strike No Lock-Out	6	5	40	51	78
Rights and Freedoms of Students	0	1	2	3	67
Student Personnel Services*	0	0	1	1	100

* New item in 1972 contracts analyzed

TABLE 9-3

GENERAL CONTRACT ITEMS
AS A PERCENT OF FREQUENCY IN TOTAL NUMBER OF CONTRACTS

Items	NEA Items as a Percent of Number of Contracts			AFT Items as a Percent of Number of Contracts		
	1971	1972+	G/L=	1971	1972+	G/L=
C. B. Bulletin Boards*	0	53	+53	0	70	+70
Dues Deduction Check Off	62	90	+28	72	91	+19
C. B. Agent Rights	86	69	-17	78	88	+10
No Strike No Lock-Out	52	52	0	28	52	+24
Rights and Freedoms of Students	5	2	- 3	0	6	+ 6
Student Personnel Services*	0	2	+ 2	0	0	0

* New item in 1972 contracts analyzed
+ Includes all new contracts plus all multiple year contracts valid in 1972
= Gain/Loss

CHAPTER 10

OUTLINE FOR COLLECTIVE BARGAINING CONTRACT

The analysis of the contracts clearly indicates that items included, the content and meaning of the items included and their arrangement are examples of diversity and not uniformity. This is to be expected in the early years of higher education collective bargaining. This diversity makes it difficult for administrators and faculty organizations to prepare for the bargaining process. It is even more difficult for a researcher to analyze the contracts.

Five major areas do emerge from the analysis of the existing contracts contract management, governance academic, general and benefits. The items found in a significant number of contracts can be grouped under these five areas. Many items can also be grouped into sub-areas, such as: leave salary working conditions, faculty governance, personnel policies, and rights of bargaining agent.

The authors have developed an outline for a collective bargaining contract. No contract contains all of the items listed, and most contain one or more items not included. The outline can serve as a guideline for preparation for negotiation and for the final contract. Each section is designated by a Roman numeral. Sub-areas and major items are designated by capital letters of the alphabet. Arabic numbers are used to indicate items in a sub-area and paragraphing under major items. Where necessary small letters of the alphabet can be used on the next level of the outline.

Thus, IV C 3 a would mean the location of the first paragraph relating to rank equilivancies. III D 5 a would be the first paragraph defining the purpose and membership of the budget committee.

OUTLINE FOR CONTRACT

Section I. Contract Management

IA. Statement of Intent
IB. Recognition of Bargaining Unit
IC. Definition of Bargaining Unit, including membership
ID. Terms and Definitions
IE. Procedures for Collective Bargaining
IF. Procedures for Reopening of Negotiation
IG. Consultation During Contract Period
IH. Duration of Contract
II. Distribution of Contracts
IJ. Conformity to Law/Savings Clause

Section II. General

IIA. Calendar/Holidays
IIB. Collective Bargaining Agent Rights
IIC. Job Postings
IID. Outside Employment/Consultant Work
IIE. Payroll Deduction/Including Dues
IIF. No Lock-Out
IIG. No Strike

Section III. Governance

IIIA. Grievance Procedure
IIIA1. Purpose
IIIA2. Definition
IIIA3. Representation
IIIA4. Procedures for Grievance
IIIA5 Procedure for Arbitration

IIIB. Management Right

IIIC. Personnel Policy
IIIC1. Personnel Evaluation
IIIC2. Personnel Files
IIIC3. Promotion Policy
IIIC4. Transfer Policy
IIIC5. Staff Reduction
IIIC6. No Discrimination
IIIC7. Seniority

IIID. Faculty Governance
IIID1. Faculty Meetings
IIID2. Disciplinary Action: Faculty Members
IIID3. Faculty Handbook/By Laws
IIID4. Faculty Members Who Become Administrator
IIID5. Committees (Responsibility and Membership)
(ex) IIID 5 a Budget Committee
IIID6. Senate

IIIE. Maintenance of Benefits, Rights

IIIF. Administrators
IIIF1. Administrator Selection
IIIF2. Administrator Duties
IIIF3. Administrator Recruit
IIIF4. Administrative Change
IIIF5. Administrator Salary
IIIF6. Administrators Who Teach

IIIG. Procedure for Course Scheduling

IIIH. Institutional Research

IIII. Procedure for Class Cancellation

IIIJ. Institutional Planning

IIIK. Organizational Chart

IIIL. Special Funds

IIIM. Publication, Development Rights

Section IV. Academic

IVA. Academic Committee
IVA1. Professional Standards Committee
IVA2. New Course/Program Committee

IVB. Academic Freedom

IVC. Academic Policies
IVC1. Appointment
IVC2. Reappointment
IVC3. Non-reappointment (non-tenured)
IVC4. Dismissal (tenured)

IVD. Academic Rank
IVD1. Standards
IVD2. Percentages
IVD3. Rank Equivilancies

IVE. Assistance in Instruction

IVF. Certification

IVG. Classroom Environment

IVH. Code of Ethics

IVI. Commitment to Quality

IVJ. Faculty Responsibilities

IVK. Faculty Rights

IVL. Innovations/Special Programs

IVM. Substitute Teachers

IVN. Tenure

IVO. Workload
IVO1. Teaching Load
IVO2. Non-Teaching Responsibilities
IVO3. Office Hours
IVO4. Class Size
IVO5. Evening/Saturday Classes
IVO6. Summer School

Section V. Benefits

VA. Cost of Physical Examination

VB. Dues for Professional Organizations

VC. Funds for Professional Development

VD. Funds for Professional Publications

VE. Insurance
VE1. Accidental Death
VE2. Automobile
VE3. Dental
VE4. Disability
VE5. Hospital/Surgical
VE6. Liability
VE7. Life
VE8. Income Protection
VE9. Major Medical
VE10. Social Security
VE11. Tax Shelter
VE12. Travel
VE13. Workman/Compensation

VF. Leave
VF1. Annual
VF2. Bereavement
VF3. Collective Bargaining Organization
VF4. Civic
VF5. Court Required
VF6. Emergency
VF7. Exchange Teaching
VF8. Government, Military, Vista, Peace Corps
VF9. Graduation
VF10. Industrial
VF11. Marriage
VF12. Maternity/Adoptive
VF13. No Pay
VF14. Personal
VF15. Professional
VF16. Research
VF17. Religious
VF18. Sabbatical
VF19. Sick
VF20. Special

VG. Retirement
VG1. Retirement Policy
VG2. Retirement Program

VH. Salary
VH1. General Items
VH2. Salary Schedule/Percentage Increase
VH3. Cost of Living
VH4. Extra Duty Compensation
VH5. Professional Awards/Merit Pay

VI. Termination Pay

VJ. Travel

VK. Tuition Remission
VK1. Faculty
VK2. Family

VL. Working Conditions
VL1. Clerical Assistance
VL2. Parking Facilities
VL3. Safety and Health
VL4. Faculty Office
VL5. Faculty Lounge

Section VI. Appendix (Documents needed for implementation of contract)